



The Regular Meeting of the West Valley City Council will be held on Tuesday, February 23, 2016, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted February 18, 2016 at 2:00 PM

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Don Christensen
4. Special Recognitions
5. Approval of Minutes:
 - A. February 9, 2016
6. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

- A. Public Comments
 - B. City Manager Comments
 - C. City Council Comments
7. Ordinances:
- A. 16-10: Adopt the Urban Renewal Project Area Plan Entitled "South Redwood Road Urban Renewal Area Project Area Plan" as the Official Urban Renewal Plan of the South Redwood Road Project Area
8. Resolutions:
- A. 16-41: Authorize the Execution of an Agreement between West Valley City and Utility Cost Management Consultants to Provide Certain Consulting Services
 - B. 16-42: Authorize the City to Enter into Property Schedule No. 5 of the Master Tax-Exempt Lease/Purchase Agreement with US Bancorp Government Leasing and Financing, Inc., With Respect to a Lease for the Purchase and Replacement of Desktop and Laptop Computers for Use by the Police Department
 - C. 16-43: Authorize the Purchase of Desktop and Laptop Computers from Valcom Computer Center for Use by the Police Department
9. Consent Agenda:
- A. Reso. 16-44: Ratify the City Manager's Appointment of Keith Atkinson as a Member of the Utah Cultural Celebration Center Foundation Committee, Term: February 23, 2016- December 31, 2017

- B. Reso. 16-45: Ratify the City Manager's Appointment of Sheri Kimball Biesinger as a Member of the West Valley City Historical Society, Term: February 23, 2016- December 31, 2016
- C. Reso. 16-46: Ratify the City Manager's Appointment of D. Arlo Johnson as a Member of the West Valley City Arts Council, Term: February 23, 2016- December 31, 2016
- D. Reso. 16-47: Ratify the City Manager's Appointment of Bev Thompson as a Member of the West Valley City Sister City Committee, Term: February 23, 2016- December 31, 2016

10. Motion for Executive Session

11. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – FEBRUARY 9, 2016

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR SESSION ON TUESDAY, FEBRUARY 9, 2016, AT 4:31 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Don Christensen, Councilmember At-Large
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Steve Vincent, Councilmember District 4

ABSENT: Karen Lang, Councilmember District 3 (Excused)

STAFF PRESENT:

Wayne Pyle, City Manager
Nichole Camac, City Recorder

Paul Isaac, Assistant City Manager/HR Director
Nicole Cottle, Assistant City Manager/CED Director
Eric Bunderson, City Attorney
Jim Welch, Finance Director
Lee Russo, Police Chief
John Evans, Fire Chief
Layne Morris, CPD Director
Russell Willardson, Public Works Director
Kevin Astill, Parks and Recreation Director
Sam Johnson, Strategic Communications Director
Jake Arslanian, Public Works Department
Steve Lehman, CED Department

OPENING CEREMONY

Councilmember Vincent conducted the Opening Ceremony in the excused absence of Councilmember Lang. He asked members of the City Council, City staff and the audience to rise and recite the Pledge of Allegiance.

SPECIAL RECOGNITIONS – SCOUTS

Mayor Bigelow welcomed Scout Troop Nos. 46 and 1248 in attendance to complete requirements for the Citizenship in the Community and Communications merit badges.

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APPROVAL OF MINUTES OF STUDY MEETING HELD JANUARY 26, 2016

The Council read and considered Minutes of the Regular Meeting held January 26, 2016. There were no changes, corrections or deletions.

Councilmember Vincent moved to approve the Minutes of the Regular Meeting held January 26, 2016. Councilmember Huynh seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

COMMENT PERIOD

Upon inquiry by Mayor Bigelow the following individual addressed the City Council during the comment period:

A. PUBLIC COMMENTS

Paul Nichols, 5329 West 4100 South, addressed the City Council. Mr. Nichols stated traffic was faster along 4100 South and children were cutting through the parking lot of the credit union in his neighborhood and he felt nothing had been done to prevent this.

PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. SV-3-2015 FILED BY WEST VALLEY CITY REQUESTING TO VACATE ALL OF 2950 WEST (ALSO KNOW AS HOLMBERG STREET) AND A PORTION OF 3550 SOUTH (ALSO KNOWN AS LEON AVENUE)

Mayor Bigelow stated a public hearing had been advertised for the Regular Council Meeting scheduled February 9, 2016, in order for the City Council to hear and consider public comments regarding Application No. SV-3-2015 filed by West Valley City requesting to vacate all of 2950 West (also known as Holmberg Street) and a portion of 3550 South (also known as Leon Avenue).

Written information previously provided to the City Council included the following:

The Holmberg Subdivision had been recorded with the Salt Lake County Recorder in 1959. The southern portion of Holmberg Street had been platted as part of the Lehman Amended Subdivision, recorded in 1958. The request to vacate these rights-of-way was in anticipation of future development in the City Center Zone.

The West Valley City Redevelopment Agency owned all of the property abutting the subject streets. As plans moved forward regarding future development within the City Center, additional modifications to subdivided lots along with various easements would need to take place.

According to the City Center Master Plan the areas surrounding the proposed vacated

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streets were anticipated to be mixed use and residential development. To replace the proposed vacated right-of-way of Holmberg Street a new road would be constructed at approximately 3030 West. This road would extend from 3500 South to Lancer Way. Although it was not known when this road would be constructed, it would provide similar access for residents who had become accustomed to using Holmberg Street.

Mayor Bigelow opened the public hearing. There being no one to speak in favor or in opposition, Mayor Bigelow closed the public hearing.

ACTION: ORDINANCE NO. 16-05, VACATING ALL OF 2950 WEST (ALSO KNOWN AS HOLMBERG STREET) AND A PORTION OF 3550 SOUTH (ALSO KNOWN AS LEON AVENUE) LOCATED IN WEST VALLEY CITY, UTAH

The City Council previously held a public hearing regarding Application No. SV-3-2015 filed by West Valley City, and proposed Ordinance No. 16-05 that would vacate all of 2950 West (also known as Holmberg Street) and a portion of 3550 South (also known as Leon Avenue) located in West Valley City, Utah.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Buhler moved to approve Application No. SV-3-2015 filed by West Valley City, and Ordinance No. 16-05, an Ordinance Vacating All of 2950 West (Also Known as Holmberg Street) and a Portion of 3550 South (Also Known as Leon Avenue) Located in West Valley City, Utah. Councilmember Huynh seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

ORDINANCE NO. 16-06, AMENDING SECTION 1-2-107 OF TITLE 1, CONSOLIDATED FEE SCHEDULE, OF THE WEST VALLEY CITY MUNICIPAL CODE REGARDING FEES AT THE RIDGE GOLF CLUB AND STONEBRIDGE GOLF CLUB

Mayor Bigelow presented proposed Ordinance No. 16-06 that would amend Section 1-2-107 of Title 1 of the Consolidated Fee Schedule of the West Valley City Municipal Code regarding fees at The Ridge Golf Club and the Stonebridge Golf Club.

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Written information previously provided to the City Council included the following:

The Parks and Recreation Department charged fees to recover costs of services and activities offered to the public. Fees were adjusted as the cost of labor, supplies and utilities increased, and the City's Consolidated Fee Schedule should reflect the current fees being charged for services and activities. The current established fees were shown on a Fee Schedule chart showing description, current fee, proposed fee and when valid, and incorporated into the proposed ordinance amendment.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Huynh moved to approve Ordinance No. 16-06, an Ordinance Amending Section 1-2-107 of Title 1 Consolidated Fee Schedule of the West Valley City Municipal Code Regarding Fees at the Ridge Golf Club and Stonebridge Golf Club. Councilmember Christensen seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

RESOLUTION NO. 16-22, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN WEST VALLEY CITY, SOUTH VALLEY SERVICES AND UTAH DOMESTIC VIOLENCE COALITION, AS PARTNERS ADMINISTERING THE LETHALITY ASSESSMENT PROGRAM – MARYLAND MODEL (LAP)

Mayor Bigelow presented proposed Resolution No. 16-22 that would approve a Memorandum of Understanding between West Valley City, South Valley Services and Utah Domestic Violence Coalition, as partners administering the Lethality Assessment Program – Maryland Model (LAP).

Written information previously provided to the City Council included the following:

West Valley City Police Department had been approached by the South Valley Services to End Family Violence and Utah Domestic Violence Coalition to participate in the

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Lethality Assessment Program – Maryland Model. This program had been used to determine potential physical threat and danger to victims of domestic violence. The Police Department had accepted the offer to participate in the program thus further enhancing services to victims of domestic violence and abuse.

The Police Department was a leader within the State of Utah and nationally for services provided to victims of sexual abuse and domestic violence. In the effort to provide the best service and resources available to victims of abuse, the Police Department had agreed to participate in the Lethality Assessment Program – Maryland Model in partnership with South Valley Services to End Family Violence and the Utah Domestic Violence Coalition. Through Partnership with SVS and UDVS, the Police Department would complete a screening process with victims of domestic abuse, further assisting domestic violence victims by connecting crisis workers and victim services to those deemed “high risk” of future physical assault. Services offered through the lethality assessment included contact with crisis workers, emergency shelter, counseling, and additional resources provided to victims of domestic abuse.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Christensen moved to approve Resolution No. 16-22, a Resolution Approving a Memorandum of Understanding Between West Valley City, South Valley Services and Utah Domestic Violence Coalition, as Partners Administering the Lethality Assessment Program – Maryland Model (LAP). Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

RESOLUTION NO. 16-23, AUTHORIZING THE CITY TO ENTER INTO PROPERTY SCHEDULE NO. 4 OF THE MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT WITH US BANCORP GOVERNMENT LEASING AND FINANCING, INC., WITH RESPECT TO A LEASE FOR THE PURCHASE AND REPLACEMENT OF POLICE AND FIRE RADIO EQUIPMENT

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Mayor Bigelow presented proposed Resolution No. 16-23 that would authorize the City to enter into Property Schedule No. 4 of the Master Tax-Exempt Lease/Purchase Agreement with US Bancorp Government Leasing and Financing, Inc., in 28 quarterly payments in advance at \$12,340.00 starting February 11, 2016, totaling \$345,520.00; principal at \$320,000.00 and interest costs at \$25,520.00, with respect to a lease for the purchase and replacement of police and fire radio equipment.

Written information previously provided to the City Council included the following:

West Valley City was in need of replacing a significant amount of police and fire radio communications equipment. Handheld portable radios and mobile radios would be purchased from Motorola Solutions Inc. The vendor and equipment were on the Utah State Purchasing Contract #AR-1884. Favorable terms had been negotiated with US Bancorp Government Leasing and Finance to initiate a lease purchase transaction. Terms of the lease would expire in advance of the 15-year useful life of the assets acquired. The City had obtained a rate of 2.15% for 7 years.

Payments for the subject equipment would be 28 quarterly payments in advance at \$12,340.00 starting February 11, 2016, totaling \$345,520.00. Principal would be \$320,000.00 and interest costs would be \$25,520.00.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Huynh moved to approve Resolution No. 16-23, a Resolution Authorizing the City to Enter Into Property Schedule No. 4 of the Master Tax-Exempt Lease/Purchase Agreement with US Bancorp Government Leasing and Financing, Inc., with Respect to a Lease for the Purchase and Replacement of Police and Fire Radio Equipment. Councilmember Buhler seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

RESOLUTION NO. 16-24, AUTHORIZING THE CITY TO PURCHASE RADIO COMMUNICATIONS EQUIPMENT FROM MOTOROLA SOLUTIONS, INC.

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FOR USE BY THE POLICE AND FIRE DEPARTMENTS

Mayor Bigelow presented proposed Resolution No. 16-24 that would authorize the City to purchase radio communications equipment from Motorola Solutions, Inc. in an amount not to exceed \$320,000.00, for use by the Police and Fire Departments.

Written information previously provided to the City Council included the following:

The City had need to replace a significant amount of police and fire radio communications equipment. Hand held portable radios and mobile radios would be purchased from Motorola Solutions, Inc. Vendor and equipment were on the Utah State Purchasing Contract #AR-1884. Favorable terms had been negotiated with US Bancorp Government Leasing and Financing to initiate a lease purchase transaction. Terms of the lease would expire in advance of the 15-year useful life of the assets acquired. The City had obtained a rate of 2.15% for 7 years.

Payments for the subject equipment would be 28 quarterly payments in advance at \$12,340.00 starting February 11, 2016, totaling \$345,520.00. Principal would be \$320,000.00 and interest costs would be \$25,520.00.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Buhler moved to approve Resolution No. 16-24, a Resolution Authorizing the City to Purchase Radio Communications Equipment from Motorola Solutions, Inc. for Use by the Police and Fire Departments. Councilmember Huynh seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

CONSENT AGENDA

A. RESOLUTION NO. 16-25, RATIFYING THE RE-APPOINTMENT OF WAYNE PYLE AS A MEMBER OF THE WEST VALLEY CITY AUDIT REVIEW COMMITTEE

Mayor Bigelow presented proposed Resolution No. 16-25 that would ratify the re-

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appointment of Wayne Pyle as a member of the West Valley City Audit Review Committee.

Written information previously provided to the City Council included the following:

The Audit Review Committee consisted of five members who served for a term of three years. The Committee was comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community. It had been recommended that Wayne Pyle be re-appointed as a member of the Committee and he was willing to accept the appointment for the term commencing February 9, 2016 and ending December 31, 2018.

B. RESOLUTION NO. 16-26, RATIFYING THE CITY MANAGER'S RE-APPOINTMENT OF CINDY ADAMS AS A MEMBER OF THE WEST VALLEY CITY AUDIT REVIEW COMMITTEE

Mayor Bigelow presented proposed Resolution No. 16-26 that would ratify the re-appointment of Cindy Adams as a member of the West Valley City Audit Review Committee.

Written information previously provided to the City Council included the following:

The Audit Review Committee consisted of five members who served for a term of three years. The Committee was comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community. The City Manager had recommended Cindy Adams be re-appointed as a member of the Committee. Ms. Adams was willing to accept the appointment for the term commencing February 9, 2016 and ending December 31, 2018.

C. RESOLUTION NO. 16-27, RATIFYING THE CITY MANAGER'S RE-APPOINTMENT OF DEAN LUNDELL AS A MEMBER OF THE WEST VALLEY CITY AUDIT REVIEW COMMITTEE

Mayor Bigelow presented proposed Resolution No. 16-27 that would ratify the City Manager's re-appointment of Dean Lundell as a member of the West Valley City Audit Review Committee.

Written information previously provided to the City Council included the following:

The Audit Review Committee consisted of five members who served for a term of three years. The Committee was comprised of the City Manager, two members of

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the City Council, one appointed citizen and a finance director from another community. The City Manager had recommended Dean Lundell be re-appointed as a member of the Committee. Mr. Lundell was willing to accept the appointment for the term commencing February 9, 2016 and ending December 31, 2018.

D. RESOLUTION NO. 16-28, RATIFYING THE CITY MANAGER'S APPOINTMENT OF LARS NORDFELT AS A MEMBER OF THE WEST VALLEY CITY AUDIT REVIEW COMMITTEE

Mayor Bigelow presented proposed Resolution No. 16-28 that would ratify the City Manager's appointment of Lars Nordfelt as a member of the West Valley City Audit Review Committee.

Written information previously provided to the City Council included the following:

The Audit Review Committee consisted of five members who served for a term of three years. The Committee was comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community. The City Manager had recommended Lars Nordfelt be appointed as a member of the Committee to serve the unexpired term of former Councilmember Corey Rushton. Councilmember Nordfelt was willing to accept the appointment for the term commencing February 9, 2016 and ending December 31, 2018.

E. RESOLUTION NO. 16-29, RATIFYING THE CITY MANAGER'S APPOINTMENT OF LARS NORDFELT AS CHAIRMAN OF THE WEST VALLEY CITY AUDIT REVIEW COMMITTEE

Mayor Bigelow presented proposed Resolution No. 16-29 that would ratify the City Manager's appointment of Lars Nordfelt as Chairman of the West Valley City Audit Review Committee.

Written information previously provided to the City Council included the following:

The Audit Review Committee consisted of five members who served for a term of three years. The Committee was comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community. The City Manager had recommended Lars Nordfelt be appointed as Chairman of the Committee. Mr. Nordfelt was willing to accept the appointment for the term commencing February 9, 2016 and ending June 30, 2017.

F. RESOLUTION NO. 16-30, AUTHORIZING THE CITY TO ENTER INTO

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A RIGHT-OF-WAY CONTRACT WITH KENNY K. LAM, AND TO ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT FOR PROPERTY LOCATED AT 3910 WEST AND 4100 SOUTH (15-32-354-038)

Mayor Bigelow presented proposed Resolution No. 16-30 that would authorize the City to enter into a Right-of-Way Contract with Kenny K. Lam, and to accept a Warranty Deed and a Temporary Construction Easement for property located at 3910 West and 4100 South (15-32-354-038).

Written information previously provided to the City Council included the following:

Kenny K. Lam had signed a Right-of-Way Contract, Warranty Deed and a Temporary Construction Easement for property located as above described.

The subject property was one of the properties affected by the 4100 South, 4000 West, 2700 West and 1300 West Signal Improvements Project. The project would widen intersection and improve signals on 4100 South at 4000 West, 2700 West and 1300 West. The acquisition from Kenny K. Lam included 80 square feet of right-of-way. Compensation for the Warranty Deed, Temporary Construction Easements and improvements would be in the amount of \$5,225.00 and was based on estimate prepared by the DH Group, LLC.

The project was being funded under the Highway Safety Improvement Program (HSIP) with federal funds. Under a previously executed federal aid agreement, West Valley City was responsible for 6.77% of all project costs, including right-of-way. With the total value of the easement for this acquisition being \$5,225.00, the City's share of the easements would be in the amount of \$353.73.

G. RESOLUTION NO. 16-31, AUTHORIZING THE CITY TO ENTER INTO A RIGHT-OF-WAY CONTRACT WITH APLOINAR GUTIERREZ AND TO ACCEPT A WARRANTY DEED FOR PROPERTY LOCATED AT 4107 SOUTH AND 2735 WEST (21-04-127-010)

Mayor Bigelow presented proposed Resolution No. 16-31 that would authorize the City to enter into a Right-of-Way Contract with Aploinar Gutierrez and to accept a Warranty Deed for property located at 4107 South and 2735 West (21-04-127-010).

Written information previously provided to the City Council included the following:

Aploinar Gutierrez had signed a Right-of-Way Contract and Warranty Deed for property located as described above.

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The subject parcel was one of the properties affected by the 4100 South: 4000 West, 2700 West and 1300 West Signal Improvements Project. The project would widen intersection and improve signals on 4100 South at 4100 West, 2700 West, 2700 West and 1300 West. Acquisition of the property included 258 square feet of right-of-way. Compensation for the Warranty Deed, Temporary Construction Easements and improvements would be in the amount of \$4,425.00 based on estimate by the DH Group, LLC.

The project was being funded under the Highway Safety Improvement Program (HSIP) with federal funds. Under a previously executed federal aid agreement, the City was responsible for 6.77% of all project costs including right-of-way. With the total value of the easement for this acquisition being \$4,425.00 the City's share would be \$299.57.

H. RESOLUTION NO. 16-32, AUTHORIZING THE RELEASE OF A TEMPORARY RETENTION POND EASEMENT ON LOT 3C OF THE CHAD TURPIN SUBDIVISION LOT 3 AMENDED SUBDIVISION IN FAVOR OF WEST VALLEY CITY

Mayor Bigelow presented proposed Resolution No. 16-32 that would authorize the release of a Temporary Retention Pond Easement on Lot 3C of the Chad Turpin Subdivision Lot 3 Amended Subdivision in favor of West Valley City.

Written information previously provided to the City Council included the following:

An existing easement, Temporary Retention Pond Easement, on Lot 3C of the Chad Turpin Subdivision Lot 3 Amended Subdivision in favor of West Valley City would no longer be necessary and needed to be released.

On January 4, 2006, the Chad Turpin Subdivision Lot 3 Amended had been recorded in the Office of the Salt Lake County Recorder. The subject plat amended Lot 3 to extend 5320 West Street to the north line of the existing Lot 3, and to divide Lot 3 into Lots 3A, 3B and 3C. As there was not an existing West Valley City storm drain to take storm water from the proposed subdivision, a retention pond had been required on Lot 3C and a Temporary Retention Pond Easement in favor of the City was required as a condition of final plat approval. With the recording and construction of Ashlee Commons Phase 2 including storm drain lines, the existing Temporary Retention Pond Easement on Lot 3C was no longer necessary. The owner of Lot 3C had no requested the City to release the Temporary Retention Pond Easement.

I. RESOLUTION NO. 16-33, AUTHORIZING THE CITY TO ENTER INTO

A RIGHT-OF-WAY AGREEMENT WITH ORBITAL ATK, INC. FOR PROPERTY LOCATED AT APPROXIMATELY 6149 SOUTH HIGHWAY 111 (20-15-300-006), AND TO ACCEPT FOUR SPECIAL WARRANTY DEEDS, TWO PERPETUAL UTILITY EASEMENTS, TWO PERPETUAL EASEMENTS, AND FOUR GRANTS OF TEMPORARY CONSTRUCTION EASEMENT

Mayor Bigelow presented proposed Resolution No. 16-33 that would authorize the City to enter into a Right-of-Way Agreement with Orbital ATK, Inc. for property located at approximately 6149 South Highway 111 (20-15-300-006), and to accept four Special Warranty Deeds, two Perpetual Utility Easements, two Perpetual Easements, and four Grants of Temporary Construction Easement.

Written information previously provided to the City Council included the following:

Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc. had signed a Right-of-Way Contract and had agreed to sign four Special Warranty Deeds, two Perpetual Utility Easements, two Perpetual Easements (slope easements), and four Temporary Construction Easements for property located as described above.

The Orbital ATK, Inc. parcel was one of the properties affected by the 6200 South Extension Project. The project would extend 6200 South from Mountain View Corridor to SR-111. Acquisition included four parcels totaling 72,739 square feet or 1.670 acres, along with two Perpetual Utility Easements, two Perpetual Easements, and four Temporary Construction Easements. Compensation for purchase of the properties and easements would be in the amount of \$229,200.00 based on an appraisal report prepared by Integra Realty Resources.

The project was being funded under the Surface Transportation Program (STP) with federal funds. Under a previously executed federal aid agreement, the City was responsible for 6.77% of all project costs including right-of-way. With the total value of the right-of-way and easements for this acquisition being \$229,200.00 the City's share of the easements would be \$15,516.84 plus a portion of the closing costs.

- J. **RESOLUTION NO. 16-34, AUTHORIZING THE CITY TO ENTER INTO A RIGHT-OF-WAY CONTRACT AND FENCE AGREEMENT WITH PROPERTY RESERVE, INC. (fka DESERET TITLE HOLDING CORPORATION), ALONG WITH ACCEPTANCE OF QUIT CLAIM DEED, TWO PUBLIC UTILITY EASEMENTS AND TWO TEMPORARY CONSTRUCTION EASEMENTS FOR PROPERTIES LOCATED AT 6511 AND 7011 WEST 6200 SOUTH**

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Mayor Bigelow presented proposed Resolution No. 16-34 that would authorize the City to enter into a Right-of-Way Contract and Fence Agreement with Property Reserve, Inc. (formerly known as Deseret Title Holding Corporation), along with acceptance of Quit Claim Deed, two Public Utility Easements and two Temporary Construction Easements for properties located at 6511 and 7011 West 6200 South.

Written information previously provided to the City Council included the following:

Property Reserve, Inc., a Utah nonprofit corporation, had signed a Right-of-Way Contract, a Fence Agreement, and a Quit Claim Deed, and would sign two Public Utility Easements, and two Temporary Construction Easements for properties located at 6511 and 7011 West 6200 South (20-22-126-003-4001 and 20-22-201-002-4001).

Property Reserve, Inc. parcels were two of the properties affected by the 6200 South Extension Project. The project would extend 6200 South from the Mountain View Corridor to SR-111. Acquisition included one 1.212 acre parcel, along with two Public Utility Easements and two Temporary Construction Easements. Compensation for purchase of the property and easements would be in the amount of \$158,400.00 based on an appraisal report prepared by Integra Realty Resources.

The project was being funded under the Surface Transportation Program (STP) with federal funds. Under a previously executed federal aid agreement, the City was responsible for 6.77% of all project costs, including right-of-way. With the total value of the right-of-way and easements for the acquisition being \$158,400.00, the City's share would be \$10,723.68 plus a portion of the closing costs.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Christensen moved to approve Resolution Nos. 16-25, 16-26, 16-27, 16-28, 16-29, 16-30, 16-31, 16-32, 16-33 and 16-34 as presented on the Consent Agenda. Councilmember Vincent seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes

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Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

MOTION TO ADJOURN

Upon motion by Councilmember Huynh all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, FEBRUARY 9, 2016, WAS ADJOURNED AT 6:54 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, February 9, 2016.

Nichole Camac
City Recorder

Item: _____
Fiscal Impact: _____ N/A
Funding Source: _____ N/A
Account #: _____ N/A
Budget Opening Required: ☐

ISSUE:

An ordinance adopting the South Redwood Road Urban Renewal Area Project Area Plan.

SYNOPSIS:

This ordinance adopts the Urban Renewal Project Area Plan entitled “South Redwood Road Urban Renewal Area Project Area Plan” as the Official Urban Renewal Plan of the South Redwood Road Project Area.

BACKGROUND:

A blight study revealed the existence of blight in a survey area designated by the Board of Directors of the Redevelopment Agency of West Valley City, Utah (the “Agency”). After holding a blight hearing and receiving testimony, the Agency made a finding of blight and adopted a resolution directing the preparation of a Project Area Plan and Budget. The Taxing Entity Committee of the Agency held a public meeting and adopted a resolution approving the finding of blight and approving the Project Area Plan and Budget. The Agency provided notice of a combined Plan and Budget hearing, held the hearing, and approved the Plan and Budget.

The Project Area Plan will effectuate the reduction and elimination of blight; promotion of high quality development; and the removal or rehabilitation of blighted structures, landscaping, and infrastructure. It will also facilitate partnerships between the Agency, real property owners, and other public and private stakeholders.

RECOMMENDATION:

City staff recommends approval of the ordinance.

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Draft Date: _____
Date Adopted: _____
Date Effective: _____

WHEREAS, the Redevelopment Agency of West Valley City (the “Agency”) was created pursuant to Title 17C of the Utah Code (the “Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act” or the “Act”) in order to facilitate urban renewal and redevelopment activities; and

WHEREAS, the Agency caused a blight study to be performed (the “Blight Study”); and

WHEREAS, after holding a blight hearing in compliance with the requirements of the Act, the Agency adopted a resolution on March 10, 2015 (attached hereto as Exhibit D and incorporated herein) finding the existence of blight and directing the preparation of a project area plan and budget; and

WHEREAS, a draft project area plan (the “Plan”, attached hereto as Exhibit E and incorporated herein) and draft project area budget (the “Budget”, attached hereto as Exhibit F and incorporated herein) were submitted to the Taxing Entity Committee (the “TEC”) of the Agency; and

WHEREAS, the TEC adopted a resolution on January 6, 2016 approving the blight finding, the Plan, and the Budget, contingent on a trigger date no later than December 31, 2019; and

WHEREAS, the Agency provided notice of a combined plan and budget hearing as required by the Act, to be held on February 23, 2016; and

WHEREAS, said plan and budget hearing was held in accordance with the Act, and the Agency adopted and approved the Plan and Budget as attached hereto; and

WHEREAS, the Agency and TEC followed all applicable requirements of the Act in approving the Plan and Budget; and

WHEREAS, the West Valley City Council now desires to adopt the Plan as the official urban renewal plan of the Area; and

WHEREAS, the West Valley City Council does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to adopt the Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah as follows:

Section 1. Repealer. Any provision of the West Valley City Municipal Code or any other ordinance found to be in conflict with this Ordinance is hereby repealed.

Section 2. Adoption. The Plan, attached hereto as Exhibit E and as approved by the Agency, is hereby designated as the official urban renewal plan of the Area described in Exhibit A. The Budget is also adopted and approved.

Section 3. Severability. If any provision of this Ordinance or the updated General Plan is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law. The Plan shall take effect immediately upon compliance with the requirements of Utah Code Section 17C-2-108.

PASSED and APPROVED this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA

EXHIBIT B

MAP OF PROJECT AREA

EXHIBIT C
BLIGHT STUDY

EXHIBIT D

BLIGHT FINDING RESOLUTION

EXHIBIT E
PROJECT AREA PLAN

EXHIBIT F
PROJECT AREA BUDGET

WEST VALLEY CITY – URA BOUNDARY DESCRIPTION

A parcel of land situate in Section 34, Township 1 South, Range 1 West, Salt Lake Base and meridian, being more particularly described as follows:

Beginning at a point on the Northerly Boundary Line of 4100 South Street, said point being North 00°01'15" West 55.40 feet along the Section Line and perpendicularly South 89°58'45" West 79.00 feet from the South Quarter Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian,

thence the following seven (7) courses along said Northerly Boundary Line of 4100 South Street:

- 1) thence South 89°38'05" West 7.00 feet;
- 2) thence South 00°26'17" West 4.83 feet;
- 3) thence South 89°45'41" West 19.00 feet;
- 4) thence South 00°14'19" East 10.00 feet;
- 5) thence North 89°53'33" West 720.98 feet;
- 6) thence westerly 119.71 feet along the arc of a 1,152.19 feet radius curve to the right (center bears North 00°06'26" East and the chord bears North 86°54'58" West 119.66 feet with a central angle of 05°57'11");
- 7) thence westerly 38.88 feet along the arc of a 1,258.19 feet radius curve to the left (center bears South 06°03'38" West and the chord bears North 84°49'29" West 38.88 feet with a central angle of 01°46'14");

thence North 20°19'19" West 69.34 feet;

thence North 31°22'22" West 90.41 feet;

thence North 40°22'43" West 89.83 feet;

thence North 38°51'55" West 121.94 feet;

thence North 39°19'09" West 90.39 feet to a point on the Easterly Boundary Line of Briarwood Plat "D";

thence North 00°06'32" West 226.06 feet along said Easterly Boundary Line of Briarwood Plat "D";

thence South 89°57'10" East 1,015.53 feet;

thence North 00°01'15" West 162.38 feet;

thence North 89°58'45" East 153.00 feet to a point on the Westerly Boundary Line of Redwood Road;

thence North 00°01'15" West 325.00 feet along said Westerly Boundary Line of Redwood Road;

thence South 89°58'52" West 211.00 feet;

thence North 00°01'15" West 175.36 feet;

thence South 89°59'18" West 625.73 feet;

thence North 25°00'00" East 732.30 feet;

thence North 89°55'47" East 527.00 feet to a point on said Westerly Boundary Line of Redwood Road;

thence North 00°01'15" West 664.77 feet along said Westerly Boundary Line of Redwood Road to a point

on the Southerly Boundary Line of 3800 South Street;

thence the following five (5) courses along said Southerly Boundary Line of 3800 South Street:

- 1) South 89°52'15" West 91.90 feet;

- 2) thence westerly 89.88 feet along the arc of a 310.00 feet radius curve to the right (center bears North 00°07'45" West and the chord bears North 81°49'25" West 89.56 feet with a central angle of 16°36'41");

- 3) thence westerly 121.93 feet along the arc of a 652.50 feet radius curve to the left (center bears South 16°28'56" West and the chord bears North 78°52'16" West 121.75 feet with a central angle of 10°42'23");

4) thence North 00°01'15" West 3.46 feet;

5) thence South 89°52'15" West 938.90 feet to a point on the Easterly Boundary Line of 1950 West Street;
thence North 00°01'15" West 952.44 feet more or less along said Easterly Boundary Line of 1950 West Street to a point on the Southerly Boundary Line of Redwood Village Condominiums;
thence North 89°58'45" East 1,344.90 feet along said Southerly Boundary Line of Redwood Village Condominiums extended to a point on the Easterly Boundary Line of Redwood Road;
thence the following 3 (three) courses along said Easterly Boundary Line of Redwood Road and the Westerly Boundary Line of Compass Renaissance Condominiums:

- 1) South 00°01'15" East 179.54 feet;
- 2) thence South 89°58'45" West 3.00 feet;
- 3) thence South 00°01'48" East 7.54 feet to a point on the Southerly Boundary Line of Compass Renaissance Condominiums;

thence the following four (4) courses along said Southerly Boundary Line of Compass Renaissance Condominiums

- 1) North 89°58'45" East 86.50 feet;
- 2) thence South 81°15'59" East 114.12 feet;
- 3) thence South 82°53'45" East 202.27 feet;
- 4) thence South 00°01'15" East 149.74 feet more or less;

thence South 89°56'47" West 397.00 feet to a point on said Easterly Boundary Line of Redwood Road;
thence South 00°01'15" East 301.85 feet along said Easterly Boundary Line of Redwood Road;
thence North 89°57'58" East 564.33 feet;
thence South 00°01'15" East 6.21 feet more or less;
thence North 89°59'10" East 705.95 feet to a point on the Westerly Boundary Line of Kingspointe Phase 3 Subdivision;

thence South 00°04'30" West 302.94 feet along the Westerly Boundary Line of Kingspointe Phase 3 Subdivision to the Northeast Corner of The Gates at Kingspointe Phase 9 Condominiums;
thence South 89°59'57" West 437.77 feet more or less along the Northerly Boundary line of The Gates at Kingspointe Phase 9-12 Condominiums to the Northwest Corner of The Gates at Kingspointe Phase 12 Condominiums;

thence South 00°00'26" East 549.79 feet along the Westerly Boundary Line of The Gates at Kingspointe Phase 12, 2 and 1 Condominiums extended to a point on the Southerly Boundary Line of 3860 South Street;
thence South 89°59'10" West 60.05 feet along said Southerly Boundary Line of 3860 South Street;
thence South 02°25'00" East 283.28 feet more or less;
thence South 89°56'12" West 266.66 feet;
thence South 00°01'15" East 741.07 feet to a point on the Northerly Boundary Line of King's Row Manor Subdivision;

thence West 270.00 feet along said Northerly Boundary Line of King's Row Manor Subdivision;
thence the following five (5) courses along the Westerly Boundary Line of said King's Row Manor:

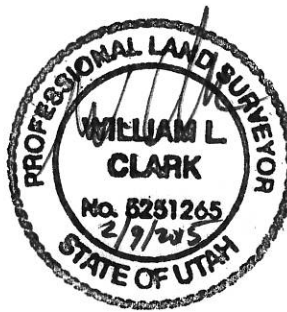
- 1) South 00°01'15" East 90.75 feet;
- 2) thence East 256.00 feet;
- 3) thence South 00°01'15" East 93.75 feet;
- 4) thence West 15.89 feet;
- 5) thence South 02°45'00" West 758.84 feet more or less to a point on said Northerly Boundary Line of 4100 South Street;

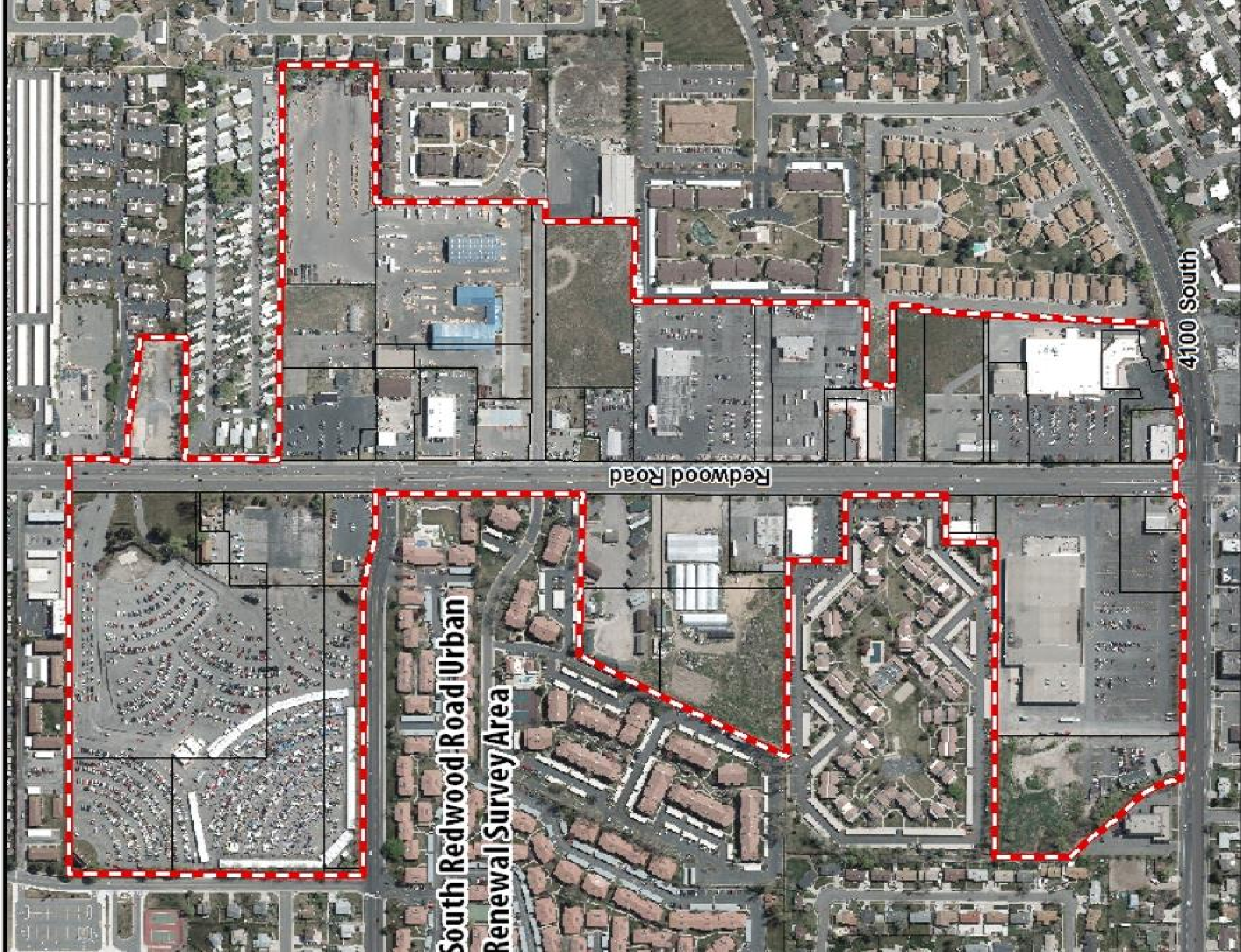
thence the following nine (9) courses along said Northerly Boundary Line of 4100 South Street:

- 1) South 76°14'49" West 284.68 feet more or less;
- 2) thence South 00°01'15" East 4.05 feet;
- 3) thence South 77°45'14" West 31.32 feet;
- 4) thence westerly 119.50 feet along the arc of a 1,808.34 feet radius curve to the right (center bears North 03°59'26" West and the chord bears South 87°54'09" West 119.48 feet with a central angle of 03°47'11");

5) thence South 89°47'45" West 5.88 feet;
6) thence North 00°12'15" West 6.00 feet;
7) thence South 89°39'24" West 9.98 feet;
8) thence North 00°01'15" West 15.50 feet;
9) thence South 89°58'45" West 8.00 feet
thence South 83°42'37" East 106.64 feet to the Point of Beginning.

Contains approximately 4,701,777 square feet or 107.94 acres.





South Redwood Road Urban
Renewal Survey Area

Redwood Road

4100 South



South Redwood Road Urban Renewal Survey Area

Proposed project area is within the dashed line

West Valley City Community and Economic Development - 20 November 2013





Bonneville Research

170 South Main Street Suite 775
Salt Lake City • Utah • 84101
801-364-5300

September 16, 2014

Mr. Mark Nord
Economic Development
West Valley City
3600 Constitution Blvd
West Valley City, UT 84119

Re: Blight Study for West Valley City South Redwood Urban Renewal Survey Area and Proposed Project Area

This information is intended to provide the Redevelopment Agency of West Valley City (the “Agency”) the information to assist the Agency in making a technically sound determination of whether or not blighted conditions are present in the West Valley City South Redwood Urban Renewal Survey Area (“Survey Area”) and the proposed West Valley City South Redwood Urban Renewal Project Area (Project Area”).

West Valley City South Redwood Urban Renewal Survey Area Findings:

The proposed West Valley City South Redwood Urban Renewal Project Area contains 94.37 acres +/- of private real property divided into 75 parcels.

The proposed West Valley City South Redwood Urban Renewal Project Area does meet the following tests:

1. The proposed Project Area consists predominantly of non-greenfield parcels;
2. The proposed Project Area is currently zoned for urban purposes and generally served by utilities; zoned for urban purposes - Restricted to certain uses and development, such as industrial, commercial and residential.
3. At least 50% of the parcels within the proposed Project Area contain nonagricultural or non-accessory buildings or improvements used or intended for residential, commercial, industrial, or other urban purposes, or any combination of those uses.
4. The present condition or use of the proposed Project Area substantially impairs the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic liability or is detrimental to the public health, safety or welfare, as shown by the existence of at least four of the statutory factors of blight, leading to the cumulative conclusion of blighted conditions in the Survey Area and proposed Project Area.

- a. Seventy five (75) of the total of seventy five (75) or 100% of the number of private parcels for a total of 94.37 +/- acres or 100% of the total proposed West Valley City South Redwood Urban Renewal Project Area exhibit at least one of the legislated "blight" factors.
- b. Thirty (30) of the total of seventy five (75) or 40% of the number of private parcels for a total of 64.42 +/- acres or 68% of the total proposed West Valley City South Redwood Urban Renewal Project Area exhibit four or more of the legislated blight factors.

As a result of our survey, and the additional information presented it is our opinion that the proposed West Valley City South Redwood Urban Renewal Project Area is a "blighted area" in conformity with Sections 17C-2-301 and 17C-2-303 Utah Code Annotated 1953, as amended, the renewal of which is necessary to effectuate a public purpose.

We have enjoyed the challenge of this assignment and look forward to a continued working relationship with the Redevelopment Agency of West Valley City.

Sincerely,

Bonneville Research

Jonathan L. Springmeyer

BLIGHT ANALYSIS SURVEY OBJECTIVES AND SUMMARY

The term "blight" describes a wide range of problems ranging from the physical deterioration of buildings to the presence of health and social problems of the survey population. The Utah **"Community Development and Renewal Agencies Act"** requires the collection of technical documentation, which could be considered by the legislative body in supporting a legislative finding of blight. The Redevelopment Agency of West Valley City makes this determination before an Urban Renewal Project Area is established.

To examine this requirement, Bonneville Research undertook the collection of technical documentation which could be considered by the Redevelopment Agency and the legislative body in supporting a finding of blight, as defined and determined by Sections 17C-2-301 and 17C-2-303 Utah Code Annotated 1953, as amended.

For this report the definition of "blight", and the technical process followed to determine the presence of blight, is specific to Sections 17C-2-301 and particularly 17C-2-303 Utah Code Annotated 1953, as amended, which defines the existence of blight and the "factors" which contribute to blight.

Legislative "Blight" Factors:

- ✓ (a) (i) the proposed project area consists predominantly of non-greenfield parcels;
(ii) the proposed project area is currently zoned for urban purposes and generally served by utilities;
(iii) at least 50% of the parcels within the proposed project area contain nonagricultural or non-accessory buildings or improvements used or intended for residential, commercial, industrial, or other urban purposes, or any combination of those uses;
(iv) the present condition or use of the proposed project area
 - ✓ substantially impairs the sound growth of the municipality,
 - ✓ retards the provision of housing accommodations, or
 - ✓ constitutes an economic liability or is detrimental to the public health, safety, or welfare, as shown by the existence within the proposed project area of at least four of the following factors:
 1. One of the following, although sometimes interspersed with well maintained buildings and infrastructure:
 - a. substantial physical dilapidation, deterioration, or defective construction of buildings or infrastructure; or
 - b. significant noncompliance with current building code, safety code, health code or fire code requirements or local ordinances;
 2. Unsanitary or unsafe conditions in the proposed project area that threaten the health, safety or welfare of the community;
 3. Environmental hazards, as defined in state or federal law, that require remediation as a condition for current or future use and development;
 4. Excessive vacancy, abandoned buildings, or vacant lots within an area zoned for urban use and served by utilities;
 5. Abandoned or out-dated facilities that pose a threat to public health, safety, or welfare;
 6. Criminal activity in the project area, higher than that of comparable non-blighted areas in the municipality or county;
 7. Defective or unusual conditions of title rendering the title non-marketable;
- (v) (A) at least 50% of the parcels within the proposed project area are affected by at least one of the factors, but not necessarily the same factor, listed in Subsection (1)(a)(iv); and

(B) the affected parcels comprise at least 66% of the acreage of the proposed project area;

Key Elements of “Community Development and Renewal Agencies Act”:

The “Community Development and Renewal Agencies Act” requires the assembly of a substantial body of information on a wide range of physical conditions in the Survey Area. The data must exhibit the characteristics of detail and reliability in measuring the characteristics enumerated in the before quoted statutes. Further, the data collected must be supported by a methodologically sound procedure, carried out by experienced professionals.

It is important to note the finding of blight is a cumulative conclusion attributable to the presence of a number of blighting factors.

- ✓ No single factor may be authoritatively cited as a "cause" of blight.
- ✓ It is a function of the presence of several physical or environmental factors, which, in combination produce the phenomenon known as blight.

The goal of the proven Bonneville Research approach has been to formulate a broad range of measurable indices capable of measuring the presence or lack of presence of the physical and environmental factors set forth in the “Community Development and Renewal Agencies Act”, as amended.

Legislative Criteria - Methodology or Index

- (a) (i) the proposed project area consists predominantly of non-greenfield parcels;
- (ii) the proposed project area is currently zoned for urban purposes and generally served by utilities;
- (iii) at least 50% of the parcels within the proposed project area contain nonagricultural or nonaccessory buildings or improvements used or intended for residential, commercial, industrial, or other urban purposes, or any combination of those uses;
- (iv) the present condition or use of the proposed project area substantially impairs the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic liability or is detrimental to the public health, safety, or welfare, as shown by the existence within the proposed project area of at least four of the following factors:

(A(1)) Substantial physical dilapidation, deterioration, or defective construction of buildings or infrastructure

- Detailed survey of the building conditions, environmental deficiencies, and land use.
 - Needs maintenance
 - Needs rehab
 - Needs major repair
 - Needs removal

- Building, Electrical, Fire, Energy, Seismic, and ADA Codes; Structural deficiencies, significant lack of code compliance, the nature and quality of landscaping, building facade conditions, the condition of paving, street and sidewalk conditions.
- Infrastructure - Aging, obsolete, broken infrastructure.
- Land Use Configurations - The design, layout and use of areas including access, parking, visibility, and other factors which impact on vacant and underutilized buildings. Poor, awkward or now illegal plot plans and property dimensions. Inability to create workable land assemblies or reuses without intervention. Inadequate public r-o-w and public purpose easements.

OR

(A(2)) Significant noncompliance with current building code, safety code, health code or fire code requirements or local ordinances.

- Building, Electrical, Fire, Energy, Seismic, and ADA Codes; Structural deficiencies, significant lack of code compliance, the nature and quality of landscaping, building facade conditions, the condition of paving, street and sidewalk conditions.

(B) Unsanitary or unsafe conditions in the proposed project area that threaten the health, safety or welfare of the community;

- Detailed survey of public health, social, facilities and economic problems.
- Excessive Fire Danger
- FEMA flood zone
- Geocoding of public health, social, facilities and economic problems.

(C) Environmental hazards, as defined in state or federal law, that require remediation as a condition for current or future use and development;

Detailed survey of environmental deficiencies, and land use.

- CERCLIS, LUST & UST computer search of Utah State files.
- Field survey of potential environmental problems, including asbestos construction, petroleum storage, and other hazardous waste problems.

(D) Excessive vacancy, abandoned buildings, or vacant lots within an area zoned for urban use and served by utilities;

- Location of vacant, boarded or empty structures, properties for sale, and non-owner occupied residences and properties.
- Detailed survey of trash and debris, overgrown weeds, vacant and boarded structures.
- Economic trends as indicated by retail sales, number and quality of retail establishments, and employment.
- Declines in property values.

- (E) Abandoned or out-dated facilities that pose a threat to public health, safety, or welfare;**
- Lack of adequate public infrastructure.
 - Building built prior to the state enactment of a Seismic code.
 - Obsolete, vacant, structures, properties for sale, and non-owner occupied residences and properties.
 - Detailed survey of the building conditions, environmental deficiencies, land use, age, incompatibility, and assessed valuation.
 - Geocoding of environmental and economic problems.
 - Detailed survey of trash and debris, overgrown weeds, vacant and boarded structures.
 - Economic trends as indicated by retail sales, number and quality of retail establishments, and employment.
 - Declines in property values.
- (F) Criminal activity in the project area, higher than that of comparable non-blighted areas in the municipality or county;**
- Geocoding of calls for service, criminal activity, social and economic problems.
- (G) Defective or unusual conditions of title rendering the title non-marketable;**
- Ongoing foreclosures, lease defaults, tax defaults, multiple liens
 - Improper, dangerous site access or accessibility.

The finding of blight is a cumulative conclusion attributable to not one, but several physical and environmental factors. No single factor should be cited as a cause of blight. Indeed, blight is attributable to a multiplicity of influences, which, in combination, produce the phenomenon of "Blight".

SURVEY AREA FINDINGS

Under terms of the contract with the Agency, the Bonneville Research project team performed a field survey and analysis of conditions relating to blight in the South Redwood Urban Renewal Survey Area, as defined by the "Community Development and Renewal Agencies Act", and specifically Sections 17C-2-301 and 17C-2-303 Utah Code Annotated, 1953, as amended. The survey and analysis was performed from November, 2009 to current to collect the physical data pertaining to conditions enumerated in the completed blight study.

The South Redwood Urban Renewal Survey Area comprises the following:

✓ Total Non Public Acreage in the Survey Area:	94.37
✓ Number of Private Parcels in the Survey Area:	75
✓ Total Public Acreage in the Area:	0
✓ Number of Public Parcels in the Area:	0
✓ Privately owned acreage in the Survey Area with Buildings or Improvements	94.37
✓ Number of Private Parcels with Buildings or Improvements:	75

Therefore, as a result of the field survey and analysis of conditions relating to blight in the South Redwood Urban Renewal Survey Area and recommendations by Bonneville Research, the following South Redwood Urban Renewal Project Area is proposed:

Proposed West Valley City South Redwood Urban Renewal Project Area:

Total Non Public Acreage in proposed Project Area:	94.37
Number of Private Parcels in Proposed Project Area:	75
Private Acreage in Proposed Project Area with Buildings or Improvements	94.37
Number of Private Parcels with Buildings or Improvements:	75
% of the number of Private Parcels with Buildings or Improvements:	100%
% of the total Private Acreage with Buildings or Improvements:	100%

Blight Findings:

Proposed West Valley City South Redwood Urban Renewal Project Area:

1. The proposed Project Area consists predominantly of non-greenfield parcels.
 - "Greenfield" means land not developed beyond agricultural or forestry use
 - The proposed Project Area contains no greenfield parcels.
2. The proposed Project Area is currently zoned for urban purposes and generally served by utilities; zoned for urban purposes - Restricted to certain uses and development, such as industrial, commercial and residential:
 - The proposed Project Area is served by Electric, Water/Sewer, and Gas utilities, and is served by roads.
 - The proposed Project Area is zoned C-2, C-3, RMH, or A in its entirety.
3. At least 50% of the parcels within the proposed Project Area contain nonagricultural or non-accessory buildings or improvements used or intended for residential, commercial, industrial, or other urban purposes, or any combination of those uses:
 - 75 of the 75 parcels in the proposed Project Area contain buildings or improvements used or intended for residential, commercial, industrial, or other urban purposes.
 - The parcels containing buildings or improvements represent 100% of the total parcels in the Project Area
 - The parcels containing buildings or improvements represent 100% of the acreage in the Project Area.
4. The present condition or use of the Survey Area:
 - ✓ substantially impairs the sound growth of the municipality,
 - ✓ retards the provision of housing accommodations, or
 - ✓ constitutes an economic liability or is detrimental to the public health, safety, or welfare, as shown by the existence within the proposed Project Area of at least four of the following factors:
 - A. One of the following, although sometimes interspersed with well maintained buildings and infrastructure:
 1. substantial physical dilapidation, deterioration, or defective construction of buildings or infrastructure; or
Seventy five (75) of the seventy five (75) or one hundred percent (100%) of the parcels met this blight factor. The affected parcels represented one hundred percent (100%) of the total acreage. Some of the conditions exhibited are: substantial physical dilapidation, deterioration, or defective construction of buildings or infrastructure.
 2. Significant noncompliance with current building code, safety code, health code ,or fire code requirements or local ordinances;
Seventy five (75) of the seventy five (75) or one hundred percent (100%) of the parcels met this blight factor. The affected parcels represented one hundred percent (100%) of the total acreage. Some of the conditions exhibited are: significant noncompliance with current building code, safety code, health code, or fire code requirements or local ordinances.

- B. Unsanitary or unsafe conditions in the proposed project area that threaten the health, safety or welfare of the community;

Forty three (43) of the seventy five (75) or fifty seven percent (57%) of the parcels met this blight factor. The affected parcels represented ninety five percent (95%) of the total acreage. Some of the conditions exhibited are: unsanitary or unsafe conditions in the proposed project area that threaten the health, safety or welfare of the community.

Due to the number of affected parcels and the area-wide nature of this blight factor, this blight condition is determined to be an AREA WIDE FINDING.

- C. Environmental hazards, as defined in state or federal law, that require remediation as a condition for current or future use and development;

Three (3) of seventy five (75) or four percent (4%) of the parcels met this blight factor. The affected parcels represented two percent (2%) of the total acreage. Some of the conditions exhibited are: environmental hazards, as defined in state or federal law, that require remediation as a condition for current or future use and development.

- D. Excessive vacancy, abandoned buildings, or vacant lots within an area zoned for urban use and served by utilities;

Forty six (46) of the seventy five (75) or sixty one percent (61%) of the parcels met this blight factor. The affected parcels represented fifty two percent (52%) of the total acreage. Some of the conditions exhibited are: excessive vacancy, abandoned buildings, or vacant lots within an area zoned for urban use and served by utilities.

The Retail vacancy rate for this area is 11.0%.

Due to the number of affected parcels and the area-wide nature of this blight factor, this blight condition is determined to be an AREA WIDE FINDING.

- E. Abandoned or out-dated facilities that pose a threat to public health, safety, or welfare;

Twenty nine (29) of the seventy five (75) or thirty nine percent (39%) of the parcels met this blight factor. The affected parcels represented sixty eight percent (68%) of the total acreage. Some of the conditions exhibited are: abandoned or out-dated facilities that pose a threat to public health, safety, or welfare.

- F. Criminal activity in the project area, higher than that of comparable non-blighted areas in the municipality or county; and

Criminal activity in the proposed project area was NOT higher than that of a comparable non-blighted area in the municipality.

- G. Defective or unusual conditions of title rendering the title non-marketable;

Zero (0) of the seventy five (75) or zero percent (0%) of the parcels exhibit defective or unusual conditions of title rendering the title non-marketable.

Proposed West Valley City South Redwood Urban Renewal Project Area:

FINDING A.

1. The Proposed West Valley City South Redwood Urban Renewal Project Area contains 94.37 +/- acres of private real property.
2. The Proposed West Valley City South Redwood Urban Renewal Project Area does meet the following tests:
 - The proposed Project Area consists predominantly of non-greenfield parcels;
 - The proposed Project Area is currently zoned for urban purposes and generally served by utilities.
 - At least 50% of the parcels within the proposed Project Area contain nonagricultural or nonaccessory buildings or improvements used or intended for residential, commercial, industrial, or other urban purposes, or any combination of those uses
 - At least 50% of the parcels within the proposed Project Area are affected by at least one of the blight factors, but not necessarily the same factor.
 - The affected parcels comprise at least 66% of the acreage of the proposed Project Area

FINDING B.

Seventy five (75) of the total of seventy five (75) or 100% of the number of private parcels for a total of 94.37 +/- acres or 100% of the total proposed West Valley City South Redwood Urban Renewal Project Area exhibit at least one of the legislated "blight" factors.

Thirty (30) of the total of seventy five (75) or 40% of the number of private parcels for a total of 64.42 +/- acres or 68% of the total proposed West Valley City South Redwood Urban Renewal Project Area exhibit four or more of the legislated blight factors.

FINDING C.

The proposed West Valley City South Redwood Urban Renewal Project Area is a blighted area, the renewal of which is necessary to effectuate a public purpose. Evidence of "blight" conditions or indicators was found in the proposed Project Area, sufficient to be determined to be present area wide, and therefore leads to the cumulative conclusion of blighted conditions in the proposed West Valley City South Redwood Urban Renewal Project Area.

File # RDA 15-002

Ordin. # _____

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

Resol. # 15-02

RESOLUTION NO. 15-02

Item # _____

Other _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY OF WEST VALLEY CITY,
UTAH, PURSUANT TO UTAH CODE ANNOTATED
SECTION 17C-2-303, MAKING A FINDING OF BLIGHT IN
THE PROPOSED "SOUTH REDWOOD ROAD URBAN
RENEWAL SURVEY AREA".**

WHEREAS, the Redevelopment Agency of West Valley City (the "Agency") was created to transact the business and exercise the powers provided for in the former Utah Neighborhood Development Act, former Utah Redevelopment Agencies Act, the current Utah Community Development and Renewal Agencies Act and any successor law or act (the "Act"); and

WHEREAS, pursuant to the Act, the Agency is duly authorized to designate by resolution of the governing body of the Agency one or more urban renewal project survey areas; and

WHEREAS, the Agency designated the "South Redwood Road Urban Renewal Survey Area" described or shown in Exhibit "A" (the "Survey Area") by Resolutions 13-17 and 15-01; and

WHEREAS, pursuant to Utah Code Annotated Section 17C-2-301, as amended, the Agency caused a blight study to be conducted and completed in the Survey Area, the results of which are included as Exhibit "B" (the "Blight Study"); and

WHEREAS, pursuant to Utah Code Annotated Section 17C-2-302, as amended, the record property owners located within the Survey Area were allowed the opportunity, for at least 30 days before the blight hearing, to review the evidence of blight compiled by the Agency or by the person or firm that conducted the blight study for the Agency, including any expert report; and

WHEREAS, pursuant to Utah Code Annotated Sections 17C-2-501, et.seq., as amended, due notice of the blight hearing by publication and by mail, was given by the Agency to the record property owners, the State Tax Commission, the Salt Lake County Assessor and Auditor and the taxing entities; and

WHEREAS, pursuant to Utah Code Annotated Sections 17C-2-102 and 17C-2-302, as amended, the Agency held a public hearing on March 10, 2015 and at the public hearing received and considered evidence regarding whether or not the proposed Survey Area is a blighted area as defined in Utah Code Annotated Section 17C-2-303; and

WHEREAS, at the blight hearing, the Agency:

- (a) Permitted all evidence of the existence or nonexistence of blight within the proposed Survey Area presented; and
- (b) Permitted each record owner of property located within the proposed Survey Area or the record owner's representative to:
 - (i) Examine and cross-examine witnesses providing evidence of the existence or nonexistence of blight; and
 - (ii) Present evidence and testimony, including expert testimony, concerning the existence or nonexistence of blight; and
- (c) Considered all written and oral objections regarding the existence or nonexistence of blight received as well as all evidence, documents and comments regarding blight in the Survey Area; and

WHEREAS, the Board of Directors of the Redevelopment Agency of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to make a finding as to whether or not blight exists in the proposed Survey Area; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH, THAT THE BOARD OF DIRECTORS DOES HEREBY FIND AND DETERMINE AS FOLLOWS:

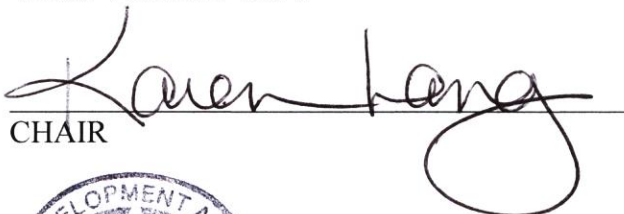
1. The Agency hereby finds that the Survey Area described or shown in Exhibit "A," attached hereto and incorporated herein, consists predominately of nongreenfield parcels and is currently zoned for urban purposes and generally served by utilities.
2. The Agency hereby finds that the Survey Area described or shown in Exhibit "A," attached hereto and incorporated herein, contains more than 50% of parcels that have nonagricultural or non-accessory buildings or improvements used or intended for residential, commercial, industrial or other urban purposes, or any combination of those uses. The Survey Area comprises 94.37 total acres, which includes 75 private parcels.
3. The Agency hereby finds that the Survey Area described or shown in Exhibit "A," attached hereto and incorporated herein, is presently in a condition that substantially impairs the sound growth of the municipality, retards the provision of housing accommodations, constitutes an economic liability, or is detrimental to the public health, safety or welfare, as shown by the existence within the Survey Area of at least four of the following criteria:
 - A. Substantial physical dilapidation, deterioration, or defective construction of buildings or infrastructure. All 75 parcels met this criterion. Due to the number of affected parcels and the area-wide nature of this blight factor, this blight condition was found to be an Area Wide Finding.
 - B. Significant noncompliance with current building code, safety code, health code, fire code, or local ordinances. All 75 parcels met this criterion. Due to the number of

affected parcels and the area-wide nature of this blight factor, this blight condition was found to be an Area Wide Finding.

- C. Unsanitary or unsafe conditions in the proposed project area, which threaten the health, safety and welfare of the community. 43 of the 75 parcels, representing 95% of the acreage of the Survey Area, met this criterion. Due to the number of affected parcels and the area-wide nature of this blight factor, this blight condition was found to be an Area Wide Finding.
 - D. Excessive vacancy, abandoned buildings, or vacant lots within the Survey Area. 46 of the 75 parcels, representing 52% of the acreage of the Survey Area, met this criterion. Due to the number of affected parcels and the area-wide nature of this blight factor, this blight condition was found to be an Area Wide Finding.
 - E. Abandoned or out-dated facilities that pose a threat to public health, safety or welfare. 29 of the 75 parcels, representing 68% of the acreage of the Survey Area, met this criterion.
4. Based on the foregoing, the Agency hereby finds that at least fifty percent (50%) of the parcels located in the Survey Area are affected by at least one of the aforementioned blight factors, but not necessarily the same factor; and
5. Based on the foregoing, the Agency hereby finds that the affected parcels comprise at least sixty six percent (66%) of the total acreage in the Survey Area; and
6. The Agency hereby adopts the findings of the Blight Study and finds the existence of blight in the Survey Area.
7. The Agency hereby selects the Survey Area in its entirety as a project area and authorizes Agency staff to prepare a draft project area plan for the Survey Area.

PASSED, APPROVED, and MADE EFFECTIVE this 10th day of March, 2015.

REDEVELOPMENT AGENCY OF
WEST VALLEY CITY


CHAIR

ATTEST:


SECRETARY



EXHIBIT A
SURVEY AREA

WEST VALLEY CITY – URA BOUNDARY DESCRIPTION

A parcel of land situate in Section 34, Township 1 South, Range 1 West, Salt Lake Base and meridian, being more particularly described as follows:

Beginning at a point on the Northerly Boundary Line of 4100 South Street, said point being North 00°01'15" West 55.40 feet along the Section Line and perpendicularly South 89°58'45" West 79.00 feet from the South Quarter Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian,

thence the following seven (7) courses along said Northerly Boundary Line of 4100 South Street:

- 1) thence South 89°38'05" West 7.00 feet;
- 2) thence South 00°26'17" West 4.83 feet;
- 3) thence South 89°45'41" West 19.00 feet;
- 4) thence South 00°14'19" East 10.00 feet;
- 5) thence North 89°53'33" West 720.98 feet;
- 6) thence westerly 119.71 feet along the arc of a 1,152.19 feet radius curve to the right (center bears North 00°06'26" East and the chord bears North 86°54'58" West 119.66 feet with a central angle of 05°57'11");
- 7) thence westerly 38.88 feet along the arc of a 1,258.19 feet radius curve to the left (center bears South 06°03'38" West and the chord bears North 84°49'29" West 38.88 feet with a central angle of 01°46'14");

thence North 20°19'19" West 69.34 feet;

thence North 31°22'22" West 90.41 feet;

thence North 40°22'43" West 89.83 feet;

thence North 38°51'55" West 121.94 feet;

thence North 39°19'09" West 90.39 feet to a point on the Easterly Boundary Line of Briarwood Plat "D";

thence North 00°06'32" West 226.06 feet along said Easterly Boundary Line of Briarwood Plat "D";

thence South 89°57'10" East 1,015.53 feet;

thence North 00°01'15" West 162.38 feet;

thence North 89°58'45" East 153.00 feet to a point on the Westerly Boundary Line of Redwood Road;

thence North 00°01'15" West 325.00 feet along said Westerly Boundary Line of Redwood Road;

thence South 89°58'52" West 211.00 feet;

thence North 00°01'15" West 175.36 feet;

thence South 89°59'18" West 625.73 feet;

thence North 25°00'00" East 732.30 feet;

thence North 89°55'47" East 527.00 feet to a point on said Westerly Boundary Line of Redwood Road;

thence North 00°01'15" West 664.77 feet along said Westerly Boundary Line of Redwood Road to a point

on the Southerly Boundary Line of 3800 South Street;

thence the following five (5) courses along said Southerly Boundary Line of 3800 South Street:

- 1) South 89°52'15" West 91.90 feet;
- 2) thence westerly 89.88 feet along the arc of a 310.00 feet radius curve to the right (center bears North 00°07'45" West and the chord bears North 81°49'25" West 89.56 feet with a central angle of 16°36'41");
- 3) thence westerly 121.93 feet along the arc of a 652.50 feet radius curve to the left (center bears South 16°28'56" West and the chord bears North 78°52'16" West 121.75 feet with a central angle of 10°42'23");

4) thence North 00°01'15" West 3.46 feet;

5) thence South 89°52'15" West 938.90 feet to a point on the Easterly Boundary Line of 1950 West Street;

thence North 00°01'15" West 952.44 feet more or less along said Easterly Boundary Line of 1950 West Street to a point on the Southerly Boundary Line of Redwood Village Condominiums;

thence North 89°58'45" East 1,344.90 feet along said Southerly Boundary Line of Redwood Village Condominiums extended to a point on the Easterly Boundary Line of Redwood Road;

thence the following 3 (three) courses along said Easterly Boundary Line of Redwood Road and the Westerly Boundary Line of Compass Renaissance Condominiums:

- 1) South 00°01'15" East 179.54 feet;
- 2) thence South 89°58'45" West 3.00 feet;
- 3) thence South 00°01'48" East 7.54 feet to a point on the Southerly Boundary Line of Compass Renaissance Condominiums;

thence the following four (4) courses along said Southerly Boundary Line of Compass Renaissance Condominiums

- 1) North 89°58'45" East 86.50 feet;
- 2) thence South 81°15'59" East 114.12 feet;
- 3) thence South 82°53'45" East 202.27 feet;
- 4) thence South 00°01'15" East 149.74 feet more or less;

thence South 89°56'47" West 397.00 feet to a point on said Easterly Boundary Line of Redwood Road;

thence South 00°01'15" East 301.85 feet along said Easterly Boundary Line of Redwood Road;

thence North 89°57'58" East 564.33 feet;

thence South 00°01'15" East 6.21 feet more or less;

thence North 89°59'10" East 705.95 feet to a point on the Westerly Boundary Line of Kingspointe Phase 3 Subdivision;

thence South 00°04'30" West 302.94 feet along the Westerly Boundary Line of Kingspointe Phase 3 Subdivision to the Northeast Corner of The Gates at Kingspointe Phase 9 Condominiums;

thence South 89°59'57" West 437.77 feet more or less along the Northerly Boundary line of The Gates at Kingspointe Phase 9-12 Condominiums to the Northwest Corner of The Gates at Kingspointe Phase 12 Condominiums;

thence South 00°00'26" East 549.79 feet along the Westerly Boundary Line of The Gates at Kingspointe Phase 12, 2 and 1 Condominiums extended to a point on the Southerly Boundary Line of 3860 South Street;

thence South 89°59'10" West 60.05 feet along said Southerly Boundary Line of 3860 South Street;

thence South 02°25'00" East 283.28 feet more or less;

thence South 89°56'12" West 266.66 feet;

thence South 00°01'15" East 741.07 feet to a point on the Northerly Boundary Line of King's Row Manor Subdivision;

thence West 270.00 feet along said Northerly Boundary Line of King's Row Manor Subdivision;

thence the following five (5) courses along the Westerly Boundary Line of said King's Row Manor:

- 1) South 00°01'15" East 90.75 feet;
- 2) thence East 256.00 feet;
- 3) thence South 00°01'15" East 93.75 feet;
- 4) thence West 15.89 feet;
- 5) thence South 02°45'00" West 758.84 feet more or less to a point on said Northerly Boundary Line of 4100 South Street;

thence the following nine (9) courses along said Northerly Boundary Line of 4100 South Street:

- 1) South 76°14'49" West 284.68 feet more or less;
- 2) thence South 00°01'15" East 4.05 feet;
- 3) thence South 77°45'14" West 31.32 feet;
- 4) thence westerly 119.50 feet along the arc of a 1,808.34 feet radius curve to the right (center bears North 03°59'26" West and the chord bears South 87°54'09" West 119.48 feet with a central angle of 03°47'11");

- 5) thence South 89°47'45" West 5.88 feet;
- 6) thence North 00°12'15" West 6.00 feet;
- 7) thence South 89°39'24" West 9.98 feet;
- 8) thence North 00°01'15" West 15.50 feet;
- 9) thence South 89°58'45" West 8.00 feet

thence South 83°42'37" East 106.64 feet to the Point of Beginning.

Contains approximately 4,701,777 square feet or 107.94 acres.



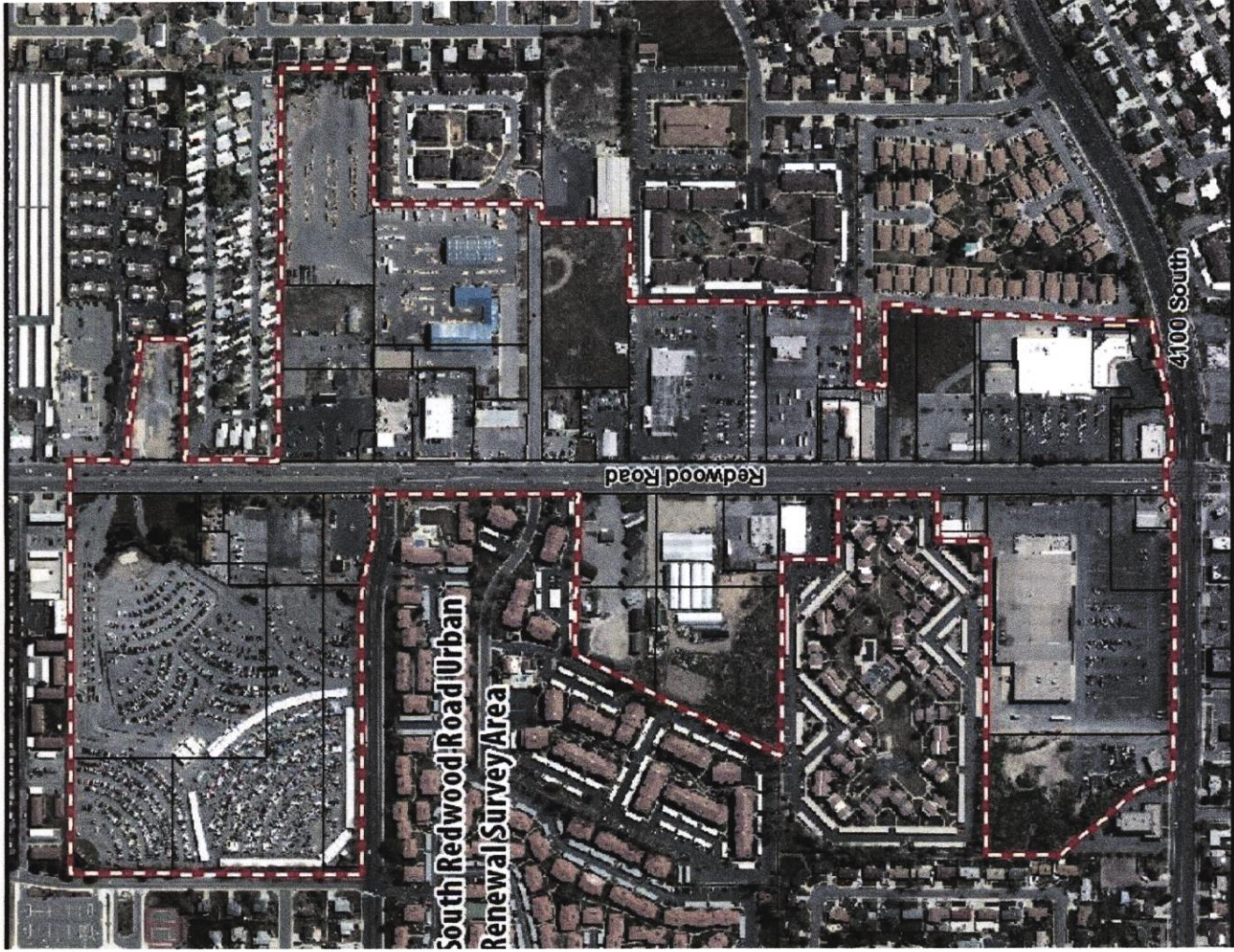


EXHIBIT B
BLIGHT STUDY



Bonneville Research

170 South Main Street Suite 775
Salt Lake City • Utah • 84101
801-364-5300

September 16, 2014

Mr. Mark Nord
Economic Development
West Valley City
3600 Constitution Blvd
West Valley City, UT 84119

Re: Blight Study for West Valley City South Redwood Urban Renewal Survey Area and Proposed Project Area

This information is intended to provide the Redevelopment Agency of West Valley City (the "Agency") the information to assist the Agency in making a technically sound determination of whether or not blighted conditions are present in the West Valley City South Redwood Urban Renewal Survey Area ("Survey Area") and the proposed West Valley City South Redwood Urban Renewal Project Area (Project Area").

West Valley City South Redwood Urban Renewal Survey Area Findings:

The proposed West Valley City South Redwood Urban Renewal Project Area contains 94.37 acres +/- of private real property divided into 75 parcels.

The proposed West Valley City South Redwood Urban Renewal Project Area does meet the following tests:

1. The proposed Project Area consists predominantly of non-greenfield parcels;
2. The proposed Project Area is currently zoned for urban purposes and generally served by utilities; zoned for urban purposes - Restricted to certain uses and development, such as industrial, commercial and residential.
3. At least 50% of the parcels within the proposed Project Area contain nonagricultural or non-accessory buildings or improvements used or intended for residential, commercial, industrial, or other urban purposes, or any combination of those uses.
4. The present condition or use of the proposed Project Area substantially impairs the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic liability or is detrimental to the public health, safety or welfare, as shown by the existence of at least four of the statutory factors of blight, leading to the cumulative conclusion of blighted conditions in the Survey Area and proposed Project Area.

- a. Seventy five (75) of the total of seventy five (75) or 100% of the number of private parcels for a total of 94.37 +/- acres or 100% of the total proposed West Valley City South Redwood Urban Renewal Project Area exhibit at least one of the legislated "blight" factors.
- b. Thirty (30) of the total of seventy five (75) or 40% of the number of private parcels for a total of 64.42 +/- acres or 68% of the total proposed West Valley City South Redwood Urban Renewal Project Area exhibit four or more of the legislated blight factors.

As a result of our survey, and the additional information presented it is our opinion that the proposed West Valley City South Redwood Urban Renewal Project Area is a "blighted area" in conformity with Sections 17C-2-301 and 17C-2-303 Utah Code Annotated 1953, as amended, the renewal of which is necessary to effectuate a public purpose.

We have enjoyed the challenge of this assignment and look forward to a continued working relationship with the Redevelopment Agency of West Valley City.

Sincerely,

Bonneville Research

Jonathan L. Springmeyer

BLIGHT ANALYSIS SURVEY OBJECTIVES AND SUMMARY

The term "blight" describes a wide range of problems ranging from the physical deterioration of buildings to the presence of health and social problems of the survey population. The Utah "**Community Development and Renewal Agencies Act**" requires the collection of technical documentation, which could be considered by the legislative body in supporting a legislative finding of blight. The Redevelopment Agency of West Valley City makes this determination before an Urban Renewal Project Area is established.

To examine this requirement, Bonneville Research undertook the collection of technical documentation which could be considered by the Redevelopment Agency and the legislative body in supporting a finding of blight, as defined and determined by Sections 17C-2-301 and 17C-2-303 Utah Code Annotated 1953, as amended.

For this report the definition of "blight", and the technical process followed to determine the presence of blight, is specific to Sections 17C-2-301 and particularly 17C-2-303 Utah Code Annotated 1953, as amended, which defines the existence of blight and the "factors" which contribute to blight.

Legislative "Blight" Factors:

- ✓ (a) (i) the proposed project area consists predominantly of non-greenfield parcels;
(ii) the proposed project area is currently zoned for urban purposes and generally served by utilities;
(iii) at least 50% of the parcels within the proposed project area contain nonagricultural or non-accessory buildings or improvements used or intended for residential, commercial, industrial, or other urban purposes, or any combination of those uses;
(iv) the present condition or use of the proposed project area
 - ✓ substantially impairs the sound growth of the municipality,
 - ✓ retards the provision of housing accommodations, or
 - ✓ constitutes an economic liability or is detrimental to the public health, safety, or welfare, as shown by the existence within the proposed project area of at least four of the following factors:
 1. One of the following, although sometimes interspersed with well maintained buildings and infrastructure:
 - a. substantial physical dilapidation, deterioration, or defective construction of buildings or infrastructure; or
 - b. significant noncompliance with current building code, safety code, health code or fire code requirements or local ordinances;
 2. Unsanitary or unsafe conditions in the proposed project area that threaten the health, safety or welfare of the community;
 3. Environmental hazards, as defined in state or federal law, that require remediation as a condition for current or future use and development;
 4. Excessive vacancy, abandoned buildings, or vacant lots within an area zoned for urban use and served by utilities;
 5. Abandoned or out-dated facilities that pose a threat to public health, safety, or welfare;
 6. Criminal activity in the project area, higher than that of comparable non-blighted areas in the municipality or county;
 7. Defective or unusual conditions of title rendering the title non-marketable;
- (v) (A) at least 50% of the parcels within the proposed project area are affected by at least one of the factors, but not necessarily the same factor, listed in Subsection (1)(a)(iv); and

(B) the affected parcels comprise at least 66% of the acreage of the proposed project area;

Key Elements of "Community Development and Renewal Agencies Act":

The "Community Development and Renewal Agencies Act" requires the assembly of a substantial body of information on a wide range of physical conditions in the Survey Area. The data must exhibit the characteristics of detail and reliability in measuring the characteristics enumerated in the before quoted statutes. Further, the data collected must be supported by a methodologically sound procedure, carried out by experienced professionals.

It is important to note the finding of blight is a cumulative conclusion attributable to the presence of a number of blighting factors.

- ✓ No single factor may be authoritatively cited as a "cause" of blight.
- ✓ It is a function of the presence of several physical or environmental factors, which, in combination produce the phenomenon known as blight.

The goal of the proven Bonneville Research approach has been to formulate a broad range of measurable indices capable of measuring the presence or lack of presence of the physical and environmental factors set forth in the "Community Development and Renewal Agencies Act", as amended.

Legislative Criteria - Methodology or Index

- (a) (i) the proposed project area consists predominantly of non-greenfield parcels;
- (ii) the proposed project area is currently zoned for urban purposes and generally served by utilities;
- (iii) at least 50% of the parcels within the proposed project area contain nonagricultural or nonaccessory buildings or improvements used or intended for residential, commercial, industrial, or other urban purposes, or any combination of those uses;
- (iv) the present condition or use of the proposed project area substantially impairs the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic liability or is detrimental to the public health, safety, or welfare, as shown by the existence within the proposed project area of at least four of the following factors:

(A(1)) Substantial physical dilapidation, deterioration, or defective construction of buildings or infrastructure

- Detailed survey of the building conditions, environmental deficiencies, and land use.
 - Needs maintenance
 - Needs rehab
 - Needs major repair
 - Needs removal

- Building, Electrical, Fire, Energy, Seismic, and ADA Codes; Structural deficiencies, significant lack of code compliance, the nature and quality of landscaping, building facade conditions, the condition of paving, street and sidewalk conditions.
- Infrastructure - Aging, obsolete, broken infrastructure.
- Land Use Configurations - The design, layout and use of areas including access, parking, visibility, and other factors which impact on vacant and underutilized buildings. Poor, awkward or now illegal plot plans and property dimensions. Inability to create workable land assemblies or reuses without intervention. Inadequate public r-o-w and public purpose easements.

OR

(A(2)) Significant noncompliance with current building code, safety code, health code or fire code requirements or local ordinances.

- Building, Electrical, Fire, Energy, Seismic, and ADA Codes; Structural deficiencies, significant lack of code compliance, the nature and quality of landscaping, building facade conditions, the condition of paving, street and sidewalk conditions.

(B) Unsanitary or unsafe conditions in the proposed project area that threaten the health, safety or welfare of the community;

- Detailed survey of public health, social, facilities and economic problems.
- Excessive Fire Danger
- FEMA flood zone
- Geocoding of public health, social, facilities and economic problems.

(C) Environmental hazards, as defined in state or federal law, that require remediation as a condition for current or future use and development;

Detailed survey of environmental deficiencies, and land use.

- CERCLIS, LUST & UST computer search of Utah State files.
- Field survey of potential environmental problems, including asbestos construction, petroleum storage, and other hazardous waste problems.

(D) Excessive vacancy, abandoned buildings, or vacant lots within an area zoned for urban use and served by utilities;

- Location of vacant, boarded or empty structures, properties for sale, and non-owner occupied residences and properties.
- Detailed survey of trash and debris, overgrown weeds, vacant and boarded structures.
- Economic trends as indicated by retail sales, number and quality of retail establishments, and employment.
- Declines in property values.

(E) Abandoned or out-dated facilities that pose a threat to public health, safety, or welfare;

- Lack of adequate public infrastructure.
- Building built prior to the state enactment of a Seismic code.
- Obsolete, vacant, structures, properties for sale, and non-owner occupied residences and properties.
- Detailed survey of the building conditions, environmental deficiencies, land use, age, incompatibility, and assessed valuation.
- Geocoding of environmental and economic problems.
- Detailed survey of trash and debris, overgrown weeds, vacant and boarded structures.
- Economic trends as indicated by retail sales, number and quality of retail establishments, and employment.
- Declines in property values.

(F) Criminal activity in the project area, higher than that of comparable non-blighted areas in the municipality or county;

- Geocoding of calls for service, criminal activity, social and economic problems.

(G) Defective or unusual conditions of title rendering the title non-marketable;

- Ongoing foreclosures, lease defaults, tax defaults, multiple liens
- Improper, dangerous site access or accessibility.

The finding of blight is a cumulative conclusion attributable to not one, but several physical and environmental factors. No single factor should be cited as a cause of blight. Indeed, blight is attributable to a multiplicity of influences, which, in combination, produce the phenomenon of "Blight".

SURVEY AREA FINDINGS

Under terms of the contract with the Agency, the Bonneville Research project team performed a field survey and analysis of conditions relating to blight in the South Redwood Urban Renewal Survey Area, as defined by the "Community Development and Renewal Agencies Act", and specifically Sections 17C-2-301 and 17C-2-303 Utah Code Annotated, 1953, as amended. The survey and analysis was performed from November, 2009 to current to collect the physical data pertaining to conditions enumerated in the completed blight study.

The South Redwood Urban Renewal Survey Area comprises the following:

✓ Total Non Public Acreage in the Survey Area:	94.37
✓ Number of Private Parcels in the Survey Area:	75
✓ Total Public Acreage in the Area:	0
✓ Number of Public Parcels in the Area:	0
✓ Privately owned acreage in the Survey Area with Buildings or Improvements	94.37
✓ Number of Private Parcels with Buildings or Improvements:	75

Therefore, as a result of the field survey and analysis of conditions relating to blight in the South Redwood Urban Renewal Survey Area and recommendations by Bonneville Research, the following South Redwood Urban Renewal Project Area is proposed:

Proposed West Valley City South Redwood Urban Renewal Project Area:

Total Non Public Acreage in proposed Project Area:	94.37
Number of Private Parcels in Proposed Project Area:	75
Private Acreage in Proposed Project Area with Buildings or Improvements	94.37
Number of Private Parcels with Buildings or Improvements:	75
% of the number of Private Parcels with Buildings or Improvements:	100%
% of the total Private Acreage with Buildings or Improvements:	100%

Blight Findings:

Proposed West Valley City South Redwood Urban Renewal Project Area:

1. The proposed Project Area consists predominantly of non-greenfield parcels.
 - "Greenfield" means land not developed beyond agricultural or forestry use
 - The proposed Project Area contains no greenfield parcels.
2. The proposed Project Area is currently zoned for urban purposes and generally served by utilities; zoned for urban purposes - Restricted to certain uses and development, such as industrial, commercial and residential:
 - The proposed Project Area is served by Electric, Water/Sewer, and Gas utilities, and is served by roads.
 - The proposed Project Area is zoned C-2, C-3, RMH, or A in its entirety.
3. At least 50% of the parcels within the proposed Project Area contain nonagricultural or non-accessory buildings or improvements used or intended for residential, commercial, industrial, or other urban purposes, or any combination of those uses:
 - 75 of the 75 parcels in the proposed Project Area contain buildings or improvements used or intended for residential, commercial, industrial, or other urban purposes.
 - The parcels containing buildings or improvements represent 100% of the total parcels in the Project Area
 - The parcels containing buildings or improvements represent 100% of the acreage in the Project Area.
4. The present condition or use of the Survey Area:
 - ✓ substantially impairs the sound growth of the municipality,
 - ✓ retards the provision of housing accommodations, or
 - ✓ constitutes an economic liability or is detrimental to the public health, safety, or welfare, as shown by the existence within the proposed Project Area of at least four of the following factors:
 - A. One of the following, although sometimes interspersed with well maintained buildings and infrastructure:
 1. substantial physical dilapidation, deterioration, or defective construction of buildings or infrastructure; or
Seventy five (75) of the seventy five (75) or one hundred percent (100%) of the parcels met this blight factor. The affected parcels represented one hundred percent (100%) of the total acreage. Some of the conditions exhibited are: substantial physical dilapidation, deterioration, or defective construction of buildings or infrastructure.
 2. Significant noncompliance with current building code, safety code, health code ,or fire code requirements or local ordinances;
Seventy five (75) of the seventy five (75) or one hundred percent (100%) of the parcels met this blight factor. The affected parcels represented one hundred percent (100%) of the total acreage. Some of the conditions exhibited are: significant noncompliance with current building code, safety code, health code, or fire code requirements or local ordinances.

- B. Unsanitary or unsafe conditions in the proposed project area that threaten the health, safety or welfare of the community;

Forty three (43) of the seventy five (75) or fifty seven percent (57%) of the parcels met this blight factor. The affected parcels represented ninety five percent (95%) of the total acreage. Some of the conditions exhibited are: unsanitary or unsafe conditions in the proposed project area that threaten the health, safety or welfare of the community.

Due to the number of affected parcels and the area-wide nature of this blight factor, this blight condition is determined to be an AREA WIDE FINDING.

- C. Environmental hazards, as defined in state or federal law, that require remediation as a condition for current or future use and development;

Three (3) of seventy five (75) or four percent (4%) of the parcels met this blight factor. The affected parcels represented two percent (2%) of the total acreage. Some of the conditions exhibited are: environmental hazards, as defined in state or federal law, that require remediation as a condition for current or future use and development.

- D. Excessive vacancy, abandoned buildings, or vacant lots within an area zoned for urban use and served by utilities;

Forty six (46) of the seventy five (75) or sixty one percent (61%) of the parcels met this blight factor. The affected parcels represented fifty two percent (52%) of the total acreage. Some of the conditions exhibited are: excessive vacancy, abandoned buildings, or vacant lots within an area zoned for urban use and served by utilities.

The Retail vacancy rate for this area is 11.0%.

Due to the number of affected parcels and the area-wide nature of this blight factor, this blight condition is determined to be an AREA WIDE FINDING.

- E. Abandoned or out-dated facilities that pose a threat to public health, safety, or welfare;

Twenty nine (29) of the seventy five (75) or thirty nine percent (39%) of the parcels met this blight factor. The affected parcels represented sixty eight percent (68%) of the total acreage. Some of the conditions exhibited are: abandoned or out-dated facilities that pose a threat to public health, safety, or welfare.

- F. Criminal activity in the project area, higher than that of comparable non-blighted areas in the municipality or county; and

Criminal activity in the proposed project area was NOT higher than that of a comparable non-blighted area in the municipality.

- G. Defective or unusual conditions of title rendering the title non-marketable;

Zero (0) of the seventy five (75) or zero percent (0%) of the parcels exhibit defective or unusual conditions of title rendering the title non-marketable.

Proposed West Valley City South Redwood Urban Renewal Project Area:

FINDING A.

1. The Proposed West Valley City South Redwood Urban Renewal Project Area contains 94.37 +/- acres of private real property.
2. The Proposed West Valley City South Redwood Urban Renewal Project Area does meet the following tests:
 - The proposed Project Area consists predominantly of non-greenfield parcels;
 - The proposed Project Area is currently zoned for urban purposes and generally served by utilities.
 - At least 50% of the parcels within the proposed Project Area contain nonagricultural or nonaccessory buildings or improvements used or intended for residential, commercial, industrial, or other urban purposes, or any combination of those uses
 - At least 50% of the parcels within the proposed Project Area are affected by at least one of the blight factors, but not necessarily the same factor.
 - The affected parcels comprise at least 66% of the acreage of the proposed Project Area

FINDING B.

Seventy five (75) of the total of seventy five (75) or 100% of the number of private parcels for a total of 94.37 +/- acres or 100% of the total proposed West Valley City South Redwood Urban Renewal Project Area exhibit at least one of the legislated "blight" factors.

Thirty (30) of the total of seventy five (75) or 40% of the number of private parcels for a total of 64.42 +/- acres or 68% of the total proposed West Valley City South Redwood Urban Renewal Project Area exhibit four or more of the legislated blight factors.

FINDING C.

The proposed West Valley City South Redwood Urban Renewal Project Area is a blighted area, the renewal of which is necessary to effectuate a public purpose. Evidence of "blight" conditions or indicators was found in the proposed Project Area, sufficient to be determined to be present area wide, and therefore leads to the cumulative conclusion of blighted conditions in the proposed West Valley City South Redwood Urban Renewal Project Area.

URBAN RENEWAL
PROJECT AREA PLAN
SOUTH REDWOOD ROAD URBAN RENEWAL AREA

Redevelopment Agency of West Valley City
3600 S. Constitution Blvd.
West Valley City, Utah

INTRODUCTION

- A. As required by Utah Code Section 17C-2-101, the Redevelopment Agency of West Valley City (the “Agency”) duly adopted a survey area resolution on January 20, 2015, attached hereto and incorporated herein as Exhibit A.
- B. The Agency caused a blight study to be conducted pursuant to the requirements of Utah Code Sections 17C-2-102 and 17C-2-301 (attached hereto and incorporated herein as Exhibit B). The Agency then held a blight hearing pursuant to Section 17C-2-302 and adopted a resolution making a finding of blight in accordance with Sections 17C-2-102 and 17C-2-303 (attached hereto and incorporated herein as Exhibit C).
- C. The proposed project area is located within West Valley City, which has established a planning commission and adopted a general plan, thus fulfilling the requirements of Utah Code Section 17C-2-102(2).

Section 1. Definitions

As used in this Plan:

- A. The term “**Agency**” shall mean the Redevelopment Agency of West Valley City as designated by the City to act as an urban renewal development agency.
- B. The term “**base taxable value**” shall mean the taxable value of the property within the Project Area from which tax increment is to be collected, as shown upon the assessment roll last equalized before the date of the taxing entity committee’s approval of the first Project Area Budget.
- C. The term “**blight**” or “**blighted**” shall mean the condition of an area that meets the requirements of Utah Code Section 17C-2-303.
- D. The term “**City**” shall mean West Valley City.
- E. The term “**community**” shall mean the community of West Valley City.
- F. The term “**Olene Walker Housing Loan Fund Board**” shall mean the Olene Walker Housing Loan Fund Board, established under Title 9, Chapter 4, Part 7, Olene Walker Housing Loan Fund.
- G. The term “**owner participation**” shall mean the owner participation provided in the owner participation guidelines adopted by the Agency.
- H. The term “**Planning Commission**” shall mean the planning commission of the City established pursuant to law or character.

- I. The term “**Project Area**” shall mean the geographic area described in this Project Area Plan where the redevelopment set forth in this Project Area Plan takes place or is proposed to take place.
- J. The term “**Project Area Budget**” shall mean a multi-year projection of annual or cumulative revenues and expenses and other fiscal matters pertaining to an urban renewal, economic development or education housing development project area that includes:
1. the base taxable value of the property in the project area;
 2. the projected tax increment expected to be generated within the project area;
 3. the amount of tax increment expected to be shared with other taxing entities;
 4. the amount of tax increment expected to be used to implement the project area plan, including the estimated amount of tax increment to be used for land acquisitions, public improvements, infrastructure improvements and loans, grants or other incentives to private and public entities;
 5. the tax increment expected to be used to cover the cost of administering the project area plan;
 6. if the area from which tax increment is to be collected is less than the entire project area, the tax identification numbers of the parcels in the project area from which tax increment will be collected and a legal description of the portion of the project area from which tax increment will be collected; and
 7. for the property that the agency owns and expects to sell, the expected total cost of the property to the agency and the expected selling price; and
 8. the information required under Utah Code Subsection 17C-2-201(1)(b).
- K. The term “**redevelopment**” shall mean urban renewal as defined in Section 17C-1-102(51), the development activities under a project area plan within a project area, including:
- (a) Planning, design, development, demolition, clearance, construction, rehabilitation, or any combination of these, of part or all of a project area;
 - (b) the provision of residential , commercial, industrial, public, or other structures of spaces, including recreational and other facilities incidental or appurtenant to them;
 - (c) altering, improving, modernizing, demolishing, reconstructing, or rehabilitating, or any combination of these, existing structures in a project area;
 - (d) providing open space, including streets and other public grounds and space around buildings;
 - (e) providing public or private buildings, infrastructure, structures , and improvements; and
 - (f) providing improvements of public or private recreation areas and other public grounds.
- L. The term “**Project Area Plan**” shall mean this Plan developed by the Agency and adopted by ordinance of the governing body of the City to guide and control the redevelopment activities within the Project Area.

- M. The terms “**tax**”, “**taxes**”, “**property tax**” or “**property taxes**” include privilege tax and each levy on ad valorem basis on tangible or intangible personal or real property.
- N. The term “**taxing entity**” shall mean a public entity that levies a tax on property within the Project Area or proposed Project Area.
- O. The term “**tax increment**” shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the Project Area designated in this Plan as the area from which tax increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be generated from that same area using the base taxable value of property.

Section 2. Legal Description of the Boundaries of the Project Area

A legal description of the boundaries of the Project Area is attached hereto and incorporated herein as Exhibit D.

Section 3. Map of the Project Area

A map of the Project Area is attached hereto and incorporated herein as Exhibit E.

Section 4. General Statement of Certain Project Area Characteristics and How They Will Be Affected By Redevelopment

A. General Statement of Land Uses in the Project Area

The permitted land uses within the Project Area shall be those uses permitted by the officially adopted zoning ordinances of the City, as those ordinances may be amended from time to time, subject to limitations imposed by “overlay” restrictions and the controls and guidelines of this Plan. A Land Use Map showing the current permitted uses is attached hereto and incorporated herein as Exhibit F.

Existing land uses in the Project Area are predominantly commercial, with some vacant or partially vacant land available for development. Redwood Road runs through the heart of the Project Area and is a primary focus of development.

It is expected that the currently permitted land uses in the Project Area will not be directly changed for purposes of effecting the redevelopment of the Project Area. However, the City may or may not determine to propose zoning ordinance amendments in order to aid in or promote redevelopment for other reasons.

It is expected that the current uses for the Project Area will be directly affected by redevelopment of the Project Area as follows: It is anticipated that through redevelopment of the Project Area, some existing structures may be demolished or renovated, new buildings will be constructed, and new uses will occur in some of the existing or new buildings. The permitted

uses will likely remain the same. Also, as commercial uses expand, a reduction of public/ quasi-public land may or may not occur. All anticipated new uses, including multi-story and mixed uses, will be compatible with the City General Plan and the goals and objectives of the Project Area.

B. Layout of Principal Streets in the Project Area

The layout of the principal streets in the Project Area is shown on the Project Area map attached as Exhibit E and incorporated herein. It is not expected that redevelopment of the Project Area will affect the existing principal streets except as follows: (a) one or more of the existing streets may be improved as a part of the redevelopment; and (b) one or more new streets may be constructed in the Project Area in order to further redevelopment objectives; and (c) if necessary or desirable for important redevelopment projects, portions of one or more streets might be closed, following the required public process, to further redevelopment objectives.

C. Population Densities in the Project Area

The Project Area is predominantly commercial in character, with very little existing or potential residential development. West Valley City's general plan anticipates mixed use development throughout the Project Area, with a primary focus on commercial development. It is anticipated that additional new employment centers and buildings will be developed and that new job opportunities will be created within the Project Area.

D. Building Intensities in the Project Area

The building intensities within the boundaries of the Project Area were analyzed along with the condition of each structure as described in the blight survey. No unusual evidence of building intensities was found in the Project Area. It is expected that the building intensities within the Project Area will be affected by redevelopment as follows:

1. Some older existing structures, including residential structures, may be renovated or replaced with new commercial or retail mixed uses.
2. Some existing retail buildings may be remodeled or renovated or may be demolished and replaced with new retail or office buildings.
3. Buildings can be constructed in accordance with City zoning ordinances. It is anticipated that building intensities may increase as redevelopment opportunities are maximized within the Project Area.

Section 5. Standards That Will Guide the Redevelopment

A. Statement of Development Objectives

1. Removal of structurally substandard buildings or improvements to permit the return of the Project Area land to economically productive use and new construction.

2. Removal of impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by improved public utilities, infrastructure improvements and new community facilities.
3. Rehabilitation of buildings if sound long-term economic activity can be assured thereby.
4. The elimination of environmental deficiencies, including but not limited to irregular lot subdivision, improper drainage, weeds and excessive vegetation, overcrowding of the land and underutilized land.
5. Achievement of an environment reflecting a high level of concern for architectural, landscape and urban design principles, developed through encouragement, guidance, appropriate controls, and professional assistance to owner participants and developers.
6. Promote and market the Project Area for development or redevelopment that would be complimentary to existing businesses and industries or would enhance the economic base of the community through diversification.
7. Provide utilities, streets, curbs, sidewalks, parking areas, landscaping to give the area a new look and to attract business activity.
8. Provide for the strengthening of the tax base and economic health of the entire community and the State of Utah.
9. Provide improved public streets and road access to the area to facilitate better traffic circulation and reduce traffic hazards by assisting in the street alignments and the implementation of City institutional controls and regulations to ensure management of any contaminated materials. The Agency shall work with the City and other stakeholders to recommend ways to improve traffic circulation within and abutting the Project Area.
10. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of social and economic activity for the City.
11. Provide improved pedestrian circulation systems.
12. Coordinate with and improve the public transportation system, including streets and public transit services.
13. Promote the implementation of community developed goals applicable to the Project Area.
14. Eliminate the blighting factors and blighting influences in the Project Area.

B. General Design Objectives

Subject to the development objectives and other provisions of this Plan, owners and developers will be allowed flexibility in the redevelopment of land located within the Project Area and are expected to obtain the highest quality design and development. Each redevelopment proposal will be considered subject to: (1) appropriate elements of the City's general plan; (2) the planning and zoning code of the City; (3) other applicable building codes and ordinances of the City; (4) a review and recommendation by the City Planning and Zoning Commission; and (5) approval by the Agency to ensure that the redevelopment is consistent with this Plan.

Each redevelopment proposal by an owner or a developer will be accompanied by site plans, development data and other appropriate material that clearly describes the extent of redevelopment proposed, including land coverage, setbacks, heights and bulk proposed, off-street parking and loading to be provided, use of public transportation, and any other data determined to be necessary or requested by the City or the Agency.

The particular elements of the design should be such that the overall redevelopment of the Project Area will:

1. Provide an attractive urban environment;
2. Blend harmoniously with the adjoining areas;
3. Provide for the optimum amount of open space and well-landscaped areas in relation to new buildings;
4. Provide surface parking areas and structured parking facilities, appropriately designed, screened and landscaped to blend harmoniously with the area;
5. Provide open spaces and pedestrian walks which are oriented to the directions of maximum use and designed to derive benefit from land use relationships and views;
6. Provide for the optimum separation and protection of pedestrian access routes from vehicular traffic arteries;
7. Result in the development of land within the Project Area in such a manner that available off-street parking will be maintained to the maximum degree.
8. Comply with the provisions of this Plan.

C. Specific Design Objectives and Controls

1. Building Design Objectives:
 - a. All new buildings shall be of design and materials which will be in harmony with adjoining areas and other new development and shall be subject to design review and approval by the Agency.
 - b. The design of buildings shall take optimum advantage of available views and topography and shall provide, where appropriate, separate levels of access.
 - c. Buildings within the Project Area should be designed and placed to act as significant landmarks in the Project Area and the City.
2. Open Space Pedestrian Walks and Interior Drive Design Objectives:
 - a. All open spaces, pedestrian walks and interior drives shall be designed as an integral part of an overall site design, properly related to existing and proposed buildings, area topography, views, etc.
 - b. Attractively landscaped open spaces shall be provided, which will offer maximum usability to occupants of the building for which they are developed.
 - c. Landscaped, paved, and comfortably graded pedestrian walks should be provided along the lines of the most intense use, particularly from building entrances to streets, parking areas, and adjacent buildings on the same site.
 - d. The location and design of pedestrian walks should afford maximum safety and separation from vehicular traffic, and should recognize and take into account desirable views of new and existing development in the area and surrounding community and the area topography and views.

- e. Materials and design of paving, retaining walls, fences, curbs, benches, and other accouterments, shall be of good appearance, easily maintained, and indicative of their purpose.
- 3. Parking Design Objectives:
 - a. Parking areas shall be designed with careful regard to orderly arrangement, topography, relationship to view, ease of access, and as an integral part of overall site design.
 - b. Multi-story parking is allowed, in accordance with City ordinances and regulations.
- 4. Landscape Design Objectives:
 - a. A coordinated landscaped design over the entire Project Area incorporating landscaped treatment for open space, roads, paths, and parking areas in to a continuous and integrated design shall be a primary objective.
 - b. Primary landscape treatment shall consist of shrubs, ground cover, and shade trees as appropriate to the character of the Project Area and as determined by the City and the Agency.
- 5. Project Improvement Design Objectives:
 - a. A coordinated landscaped design over the entire Project Area incorporating landscaped treatment for open space, roads, paths, and parking areas into a continuous and integrated design shall be a primary objective.
 - b. Street lighting and signs. Lighting standards and signs of pleasant appearance and modern illumination standards shall be provided as necessary as approved by the City.
 - c. Grading. The applicable portions of the Project Area will be graded in conformance with the final project design determined by the Agency and the City for each specific project.

D. Techniques to Achieve the Plan Objectives

Possible activities contemplated in carrying out the Plan in the Project Area include, but are not limited to, the acquisition, clearance and rehabilitation of properties in the Project Area.

1. Rehabilitation:

Properties determined to be in substandard condition by the Agency and not otherwise needed for redevelopment may be sufficiently rehabilitated to extend the economic life of the properties.

2. Acquisition and Clearance:

Parcels of real property located in the Project Area may be acquired by purchase, and may be acquired by condemnation by the Agency in accordance with applicable law.

3. Implementation of Redevelopment Projects:

The Agency shall have the right to approve the design and construction documents of all redevelopment within the Project Area to ensure that all redevelopment within the Project Area is consistent with this Project Area Plan. The City shall notify the Agency of all requests for: (1) zoning changes; (2) design approval; (3) site plan approval; and (4) building permits within the Project Area. Redevelopment projects within the Project Area shall be implanted as approved by the Agency and the City.

Redevelopment Projects may be undertaken and carried out by any means permitted by applicable law, including but not limited to Title 17C of the Utah Code. Funding for redevelopment projects and activities shall be provided for in the Project Area Budget, the annual budget of the Agency, by private investment, or by any other means permitted by law.

E. Property Acquisition, Disposition, Relocation and Development

The objectives of this Plan are to be accomplished by various means, including but not limited to the following:

1. Acquisition of Real Property:

The Agency may acquire, but is not required to acquire, real property located in the Project Area. The Agency may acquire property by negotiation, gift, devise, exchange, purchase, eminent domain (condemnation) or any other lawful method. The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, rights of way, etc., by negotiation, gift, devise, exchange, purchase, eminent domain (condemnation) or other lawful method. The Agency shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner, unless, in the Agency's judgment, (1) such building requires structural alteration, improvement, modernization, or rehabilitation, or (2) the site or lot on which the building is situated requires modification in size, shape, or use, or (3) it is necessary to impose upon such property any of the standards, restrictions and controls of the Plan and the owner fails or refuses to agree to participate in a manner acceptable to the Agency.

2. Acquisition of Personal Property:

Generally personal property will not be acquired by the Agency. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

3. Cooperation with the Community and Public Entities:

The Community and certain public entities are authorized by state law, with or without consideration, to assist and cooperate in the planning, undertaking, construction, or operation of projects within this Project Area. The Agency may seek the aid and cooperation of such public entities in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by a public entity without the consent of the public entity. The Agency, however, will seek the cooperation of all public entities which own or intend to acquire property in the Project Area. To the extent allowed by law, the Agency shall impose on all public entities owning real property in the Project Area the planning and design controls contained in this Plan to the end that uses and any future development by public entities will conform to the requirements of this Plan.

4. Property Management:

During such time that property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment.

5. Property Disposition and Development:

The Agency is also authorized, by lawful means, to provide for and promote the redevelopment of the Project Area as follows:

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Plan. The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities, within the Project Area, not prohibited by law which are necessary or desirable to carry out this Plan, and, to the extent approved by the taxing entity committee in the approved Project Area Budget or otherwise, access and utilize infrastructure outside the project area that is of benefit to the Project Area. The Agency is authorized to prepare or cause to be prepared as building sites any real property in the Project Area. The Agency is also authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area. The Agency is also authorized and directed to advise, encourage, and assist in the rehabilitation of property in the Project Area not owned by the Agency.

For purpose of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, grant or otherwise dispose of any real interest in real property. The Agency is authorized to dispose of real property by gift, grant, leases or sales by negotiation with or without public

bidding. All real property acquired by the Agency in the Project Area may be given, granted, sold or leased to public or private persons or entities for development for the uses permitted in this Plan. Real property may be conveyed by the Agency to the City or any other public entity without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this Plan. All purchasers or lessees of property from the Agency shall be made obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

To the maximum possible extent, the objectives of this Plan are to be accomplished through Agency encouragement of, and assistance to, private enterprise in carrying out development activities. To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the City ordinances, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary or desirable to carry out this Plan.

To the extent nor or hereafter permitted by law, Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement whether within or outside the Project Area for itself or for any public entity to the extent that such improvement would benefit the Project Area. During the period of development in the Project Area, the Agency shall require that the provision of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for development or redevelopment by owners or developers, both public and private, shall be submitted to the Agency for approval and architectural review. All development or redevelopment must conform to this Plan and all applicable federal, state, and local laws.

For the purpose of this Plan, the Agency is authorized to grant, sell, lease, exchange, transfer, assign, pledge, encumber, and otherwise dispose of personal property.

Section 6. How the Purposes of State Law Will Be Attained By Redevelopment

It is the intent of the Agency, with the assistance and participation of private owners, to remove, if possible, all blight and blighting influences from the Project Area by the methods

described in this Plan, including, but not limited to the removal or clearance of buildings, structures, or improvements which are blighted, or through the renovation or rehabilitation of buildings, structures or improvements which are blighted. With the clearance of land or the rehabilitation of buildings or structures, private development should be encouraged to undertake new development or redevelopment which will strengthen the tax base of the community in furtherance of the objectives set forth for urban renewal.

Section 7. Consistency of Redevelopment with the General Plan of the Community in Which the Project Area is Located and Conformance to the Community's General Plan

This Plan is consistent with, and the proposed redevelopment conforms to, the City's general plan in the following respects:

A. Zoning Ordinances and General Plan

The property within the Project Area is predominantly zoned C-2 for commercial use. The City General Plan envisions the Project Area will continue to be predominantly commercial. The proposed redevelopment is in harmony with that vision and is legally permissible under the current zoning classifications of the City. If any zoning changes are required, such changes would be submitted to the City for consideration and approval.

B. Building Codes

The construction of all new buildings and improvements and the rehabilitation of any buildings or improvements will be done in accordance with the standards set forth in the general plan of the City and in accordance with the Uniform Building Code adopted by the City. All building permits for construction or rehabilitation will be issued by the City in order to assure that new development or redevelopment is consistent with the general plan of the City.

Section 8. Reduction or Elimination of Blight in the Project Area

The governing board of the Agency and the legislative body of the City have found that the area within the boundaries of the Project Area is a blighted area. It is expected, and it is the purpose of this Plan, that the factors of blight in the Project Area will be eliminated and removed by: (1) implementation of the various provisions and standards of this Plan; (2) encouragement and promotion of development in the Project Area, which development will be in compliance with the provisions and standards of this Plan; (3) removal, if possible, of buildings and structures that were found to be blighted, or factors and elements of blight in this Project Area, primarily through private development and also through owner participation; and (4) rehabilitation of buildings and structures to extend their useful life.

The Agency believes that many owners of the real property located within the Project Area would be willing to cooperate with the Agency in working to reduce blight throughout the Project Area through rehabilitation and redevelopment of their property. The Agency also believes that many of the owners of real property located within the Project Area would be

willing to undertake a program or take action which will result in the removal of some of the blighted buildings and structures, the relocation of their businesses or sale of their land, buildings and residences, thereby facilitating construction of new buildings and improvements on the land within the Project Area. Through the process of owner participation, owners of real property located within the Project Area will be given an opportunity to enter into one or more agreements with the Agency which will result in the removal of blight from the Project Area.

Section 9 Description of Specific Projects that are the Object of the Proposed Redevelopment

The Agency believes on the basis of public input received by the Agency from owners at a public hearing and in other discussions with owners of real property within the Project Area that a number of redevelopment projects may be undertaken by private owners to accomplish the purposes of this Plan. The intersection of 4100 South and Redwood Road is of particular significance and interest as a site for potential redevelopment.

Section 10 Selection of Private Developers to Undertake Redevelopment

A. Selection of Private Developers

The Agency contemplates that owners of real property within the Project Area will take advantage of the opportunity to redevelop their property. In the event that owners do not wish to participate in the redevelopment in compliance with the Plan, or in a manner acceptable to the Agency, or are unable or unwilling to appropriately participate, the Agency reserves the right to acquire parcels, to encourage other owners to acquire other property within the Project Area, or to select non-owner developers by private negotiation, public advertisement, bidding or the solicitation of written proposals, or a combination of one or more of the above methods, and by doing so to encourage or accomplish the desired redevelopment of the Project Area.

B. Identification of Developers Currently Involved in the Redevelopment Process

The Agency has been contacted by or has been in contact with developers and current property owners within the Project Area. The following persons or business entities have expressed an interest to participate or become a developer of part of the Project Area and are therefore deemed to be potential developers currently involved in the proposed development pursuant to provisions of Section 17C-2-103(1)(h) of the Utah Code: **(INSERT CURRENT DEVELOPERS)**

1. Qualified Owners

The Agency welcomes the participation of qualified owners within the Project Area as developers in the redevelopment of the Project Area.

2. Other Parties

Regarding all or any portion of the Project Area, if owners in the Project Area, as described in Subparagraph A above, do not propose redevelopment projects acceptable to the Agency, or do not possess the necessary skill, experience and financial resources, or are not willing or able to appropriately redevelop all or part of the Project Area, the Agency may identify other qualified persons who may be interested in developing all or part of the Project Area. Potential developers may be identified by one or more of the following processes: (1) public solicitation, (2) requests for proposals (RFP), (3) requests for bids (RFB), (4) private negotiation, or (5) some other method of identification approved by the Agency.

3. Owner Participation Agreements

The Agency has not entered into nor does it intend to enter into any owner participation agreements or agreements with developers to develop all or part of the Project Area until after the adoption of a Project Area Plan.

Section 11 Reasons for the Selection of the Project Area

The Project Area was selected by the Agency as that area within the City having an immediate opportunity to reduce or eliminate blight from the community and to strengthen the economic base of the community through one or more new projects which would eliminate blighting factors and develop the area in an appropriate manner and broaden the tax base of the community. The Project Area contains a portion of the City that is desirable for redevelopment because of: (1) a general recognition by the owners and the public that the Project Area is blighted and needs assistance if the area is to remain or become economically viable; (2) a recognition and growing support by property owners that this portion of the City needs the reinvestment of private capital to rehabilitate existing buildings or construct new buildings or infrastructure improvements; and (3) the opportunity to commence a public-private partnership to improve this area of the City. Affected stakeholders and other public entities share the Agency's concerns regarding blight in the area and agree that reduction and elimination of this blight is of vital importance to the area's future.

Specific boundaries of the Project Area were arrived at by the Agency after a review of the area by members of the Agency and staff, redevelopment consultants, and other technical and legal consultants. Planned treatment of this area is intended to stimulate development to the degree necessary for sound long-range economic growth in the Project Area and to encourage the further development of real property located within the Project Area.

Section 12 Physical, Social, and Economic Conditions Existing in the Project Area

A. Physical Conditions

The Project Area consists of approximately 94.37 acres of private real property divided into 75 parcels.

Over fifty percent (50%) of the number of parcels of private real property whose acreage is at least 50% of the acreage of the private real property within the Project Area contains buildings or improvements.

As set forth in the blight study, which is attached hereto and incorporated herein as Exhibit B, the Project Area contains several of the statutory blight factors, including but not limited to dilapidation of buildings, noncompliance with building code, excessive vacancy, and outdated infrastructure.

B. Social Conditions

The Project Area contains predominantly commercial developments with several limitations, including the blight factors set forth above. There is little residential use existing or anticipated in the Project Area. The Project Area is an important potential commercial, social, and recreational opportunity for nearby residents and it is anticipated that redevelopment of the Project Area will make the Project Area a hub for community activity and economic growth.

C. Economic Conditions

The property within the Project Area is predominantly zoned General Commercial (C-2). The lack of infrastructure in the Project Area makes it difficult for private investment to be attracted to the Project Area unless a program is undertaken to provide or assist with infrastructure development. Customarily small acreage parcels such as those in the Project area cannot afford to fund the full infrastructure cost necessary for property development, but the assemblage of separate parcels into larger parcels of land makes this more possible because the costs of needed infrastructure can be spread over more acreage.

The long-term economic deterioration that has existed in the Project Area resulting in underutilized and unused commercial and retail property makes it difficult for any significant private investment to be attracted to the Project Area. Unless incentives are provided to encourage investment in these properties, private investment will be difficult to secure.

Section 13. Analysis of the Benefit of Any Financial Assistance or Other Public Subsidy Proposed to be Provided by the Redevelopment Agency

(TO BE PROVIDED BY JON FOR OUR REVIEW)

Section 14. National Register of Historic Places or State Register

If any of the existing buildings or uses in the Project Area are included in or eligible for inclusion in the National Register of Historic Places or the State Register, with respect to such buildings or uses the Agency shall comply with Subsection 9-8-404 as though it were a state agency.

Section 15. Provisions For Amending This Proposed Plan

This Plan may be amended or modified at any time by the Agency in the same manner as if the amendment or modification constituted a redevelopment plan being originally proposed, or pursuant to the procedures provided in Section 17C-2-110 of the Utah Code, and may be amended as allowed by any other provision of this Section or as provided or allowed by any amended or successor provision, law or act.

Section 16. Housing Plan Required By Utah Code Section 17C-2-204

As permitted by Utah Code Section 17C-1-412(1)(b), the City intends to pay the tax increment allocated to housing as set forth in the Project Area Budget to the West Valley City Housing Authority for the purpose of providing income targeted housing within the Community.

EXHIBIT A
SURVEY AREA RESOLUTION

EXHIBIT B
BLIGHT STUDY

EXHIBIT C

BLIGHT RESOLUTION

EXHIBIT D

LEGAL DESCRIPTION OF PROJECT AREA

EXHIBIT E

MAP OF PROJECT AREA

EXHIBIT F
CURRENT ZONING MAP

February 16, 2016

South Redwood Road Urban Renewal Area

South Redwood Road Urban Renewal Area Basics

- Focused on the intersection of Redwood Road and 4100 South and areas immediately north
- Roughly between the K-Mart and the Redwood Drive-In Theatre
- Area is predominantly commercial use, with significant underutilization and impediments to development

Process of Creating an Urban Renewal Area

- There are several urban renewal areas in the City, but this is the first new area since 2011 (Granger Crossings)
- Urban Renewal Areas (URAs or RDAs) are created pursuant to Title 17C of the Utah Code
- Title 17C provides procedures for creating and administering URAs, economic development areas (EDAs), and community development areas (CDAs)

Process of Creating an Urban Renewal Area (continued)

- The process starts with a study area resolution of the Board
 - Approved December 2013, renewed January 2015
- The Agency then conducts a blight study and holds a blight hearing
 - Board found existence of blight in March 2015
- The Agency then drafts a project area plan and budget and seeks approval of Taxing Entity Committee and governing bodies
 - Taxing Entity Committee unanimously approved blight finding, plan, and budget
- Final approval of Board and City Council

Item: _____

Fiscal Impact: _____

Funding Source: _____

Account #: _____

Budget Opening Required: ☐

ISSUE:

Agreement between West Valley City and Utility Cost Management Consultants (“UCMC”) for utility consulting services.

SYNOPSIS:

This contract retains UCMC for a two year period to review certain utility billings as requested by the City. UCMC shall review billings and make recommendations concerning rate changes which could result in utility cost savings for the City. UCMC is compensated only if their recommendations are accepted and implemented by the City in the City’s sole discretion, with compensation being 35% of actual savings for three years following implementation.

BACKGROUND:

The City has previously contracted with UCMC and realized savings from recommendations.

RECOMMENDATION:

Approval

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN AGREEMENT BETWEEN WEST VALLEY CITY AND
UTILITY COST MANAGEMENT CONSULTANTS TO
PROVIDE CERTAIN CONSULTING SERVICES.**

WHEREAS, West Valley City (the “City”) desires to ensure that the City’s use of utility services is as efficient as possible; and

WHEREAS, the City desires to contract with a qualified contractor to review the City’s utility billing and to recommend cost-saving measures; and

WHEREAS, Utility Cost Management Consultants (“UCMC”) is a qualified contractor willing to make such recommendations; and

WHEREAS, an Agreement has been prepared for execution by and between the City and UCMC. This Agreement, which is attached hereto, and entitled “Utility Cost Consulting Agreement,” sets forth the rights, duties, and obligations of each of the parties thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the Agreement between the City and UCMC.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the document entitled “Utility Cost Consulting Agreement” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Utility Cost Consulting Agreement

THIS UTILITY COST CONSULTING AGREEMENT (the "Agreement") is made this 9th day of February, 2016, by and between West Valley City, a Utah municipal corporation (hereinafter the "City"), and Utility Cost Management Consultants, a Utah corporation (hereinafter "UCMC").

RECITALS:

WHEREAS, the City has determined that there is a need to reduce utility costs and to implement best practices for efficient utility usage; and

WHEREAS, the City desires to contract with a qualified contractor to review the City's utility billing and to recommend cost-saving measures; and

WHEREAS, UCMC is a qualified contractor willing to make such recommendations; and

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the parties agree as follows:

AGREEMENT:

1. UCMC's Obligations. UCMC shall perform the following services for the City:
 - a. At the request of the City, UCMC shall review billings related to electricity, natural gas, water, and sewer charges. UCMC's review shall be limited to billings provided to UCMC by the City or authorized by the City in writing.
 - b. UCMC shall make recommendations to reduce utility costs and to recover overcharges (the "Recommendations") with regard to only those billings described in subsection 1(a) of this Agreement. The Recommendations shall be made in writing and shall set forth the justification for any proposed changes and anticipated savings and/or recovery as a result of the implementation of the Recommendations.
 - c. In addition to rate change recommendations, UCMC may propose certain equipment changes or upgrades to the City. The City may, in its sole discretion, issue a request for bids or proposals based on these recommendations. UCMC would receive no compensation for such a proposal unless UCMC is successful in the procurement process or unless otherwise agreed by the City and UCMC.
2. Acceptance of Recommendations. Upon receipt of Recommendations from UCMC, the City may approve or reject said Recommendations in the City's sole discretion, for any reason or no reason. If the City accepts a Recommendation in writing and implements the Recommendation, it shall be deemed an "Accepted Recommendation".

3. Compensation. UCMC shall be compensated as set forth in this Section 3.

- a. Subject to the restrictions in this Agreement, UCMC shall be entitled to receive 40% of one-time refunds or overcharges received by the City as a result of an Accepted Recommendation.
- b. Subject to the restrictions in this Agreement, UCMC shall also be entitled to receive 35% of savings realized by the City as a result of an Accepted Recommendation for a period of 36 months after the implementation of the Accepted Recommendation. If an Accepted Recommendation generates negative savings in a billing period during the 36 months, that amount shall offset any future savings compensation owed by the City to UCMC.
- c. UCMC shall receive no compensation for Recommendations not accepted or implemented by the City. UCMC shall receive no compensation for Recommendations not solicited by the City in accordance with Section 1 of this Agreement. UCMC acknowledges and agrees that there is no guarantee of acceptance of any UCMC Recommendation and that UCMC shall receive no compensation if UCMC's Recommendations are not accepted and implemented by the City.
- d. On a monthly basis, UCMC shall prepare an invoice setting forth the savings or refunds resulting from Approved Recommendations and the amount owed to UCMC by the City pursuant to this Agreement. The invoice shall explain UCMC's calculations in detail and shall set forth with specificity the connection between any savings or refunds and Approved Recommendations.
- e. UCMC shall not be compensated for any of the following or include any of the following in UCMC's savings or refund calculations:
 - i. Savings and/or refunds resulting from anything other than an Approved Recommendation;
 - ii. Savings and/or refunds resulting from facility closure or reduction of operating hours;
 - iii. Savings and/or refunds realized more than 36 months after the implementation of an Approved Recommendation;
 - iv. Savings and/or refunds received as a result of a recommendation made by UCMC prior to the execution of this Agreement; and
 - v. Savings and/or refunds anticipated but not actually received by the City.
- f. Payment shall be made to UCMC by the City within 45 days of receipt of an invoice prepared in accordance with subsection 3(d) above. If the City requests clarification or additional detail concerning an invoice, the due date for payment shall be extended to account for UCMC's provision of that information.

- g. In the event of a proposal pursuant to Subsection 1(c) of this Agreement, UCMC shall be compensated as mutually agreed during the procurement process. UCMC would not be compensated for utility savings as set forth in this Section 3, but would receive only that amount agreed upon during the procurement process.
- 4. Provision of Billing Information. The City agrees to make billing information available to UCMC following the acceptance of an Approved Recommendation to the extent necessary for UCMC to calculate savings and/or refunds and to prepare an invoice setting forth UCMC's compensation.
- 5. Prior Agreements Superseded. This Agreement supersedes, replaces, and terminates any previous agreements of any kind, written or otherwise, between the City and UCMC or UCMC's affiliates, contractors, subcontractors, or parent entities. UCMC warrants that UCMC has authority to terminate said agreements.
- 6. Continued Compensation for Certain Prior Recommendations. Notwithstanding Sections 3.e and 5 of this Agreement, the City shall continue to compensate UCMC for prior recommendations listed in Exhibit A (the "Prior Recommendations"). Compensation shall be paid on the terms set forth in Exhibit A and only for the Prior Recommendations explicitly listed in Exhibit A. As a condition of receiving any compensation for Prior Recommendations, UCMC must submit an invoice in accordance with the requirements of Section 3 of this Agreement with regard to the Prior Recommendations.
- 7. Term. This Agreement shall commence upon execution and shall continue for a period of two years. The City may renew the Agreement for an additional two year term by sending written notice to UCMC prior to the expiration or termination of this Agreement. If the Agreement expires pursuant to this Section 7, the City shall continue to pay compensation to UCMC upon the conditions of and as set forth in Section 3 of this Agreement until the compensation obligations set forth therein are discharged.
- 8. Termination. This Agreement may be terminated pursuant to this Section 8.
 - a. The City may terminate this Agreement at any time by sending written notice to UCMC. If the City terminates the Agreement pursuant to this subsection 8(a), the City shall continue to pay compensation as though the Agreement had expired in accordance with Section 7 of this Agreement.
 - b. UCMC may terminate this Agreement at any time by sending written notice to the City. If UCMC terminates the Agreement pursuant to this subsection 8(b), UCMC shall be entitled to no further compensation under this Agreement and all compensation obligations shall be deemed to be satisfied in full.
- 9. City Representative. The City hereby appoints Jim Welch as the City's representative to assist in the administrative management of this Agreement.

10. Independent Contractor. It is understood and agreed that UCMC is an independent contractor, and that the officers and employees of UCMC shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.
11. Conflict of Interest. UCMC warrants that no City employee, official, or agent has been retained by UCMC to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of UCMC, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.
12. Indemnification. UCMC agrees to indemnify, and hold the City harmless from and against lawsuits, damages, and expenses, including reasonable court costs and attorney's fees, by reason of a claim and/or liability imposed, or claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or claims, intellectual property or otherwise, resulting from UCMC's performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or claims, intellectual or otherwise, are attributable to the negligence of UCMC and/or UCMC's contractors, servants, agents, employees, and/or assigns. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the City. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City.
13. Subcontract Assignment. This Agreement does not create any right or benefit to anyone other than the City and UCMC and neither party shall assign any rights or interest granted herein without prior written consent of the other party in the other party's sole discretion.
14. Attorney's Fees. In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.
15. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.
16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid.
17. Modification of Agreement. This Agreement may be modified only by written amendment executed by all of the parties hereto.
18. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Utah. Any causes of action arising from or relating to this Agreement shall be brought

in the Third District Court in Salt Lake City, Utah or in the United States District Court for the District of Utah in Salt Lake City, Utah.

19. Notices. All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to UCMC: Utility Cost Management Consultants
 Attn: Travis Rigby
 102 E. Cobblecreek Dr
 P.O. Box 1340
 Cedar City, Utah 84721

If to the City: West Valley City
 Attn: Wayne Pyle, City Manager
 3600 S. Constitution Blvd.
 West Valley City, Utah 84119

With a copy to: West Valley City Attorney
 Attn: Brandon Hill
 3600 S. Constitution Blvd.
 West Valley City, Utah 84119

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

(signatures follow)

WEST VALLEY CITY

Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

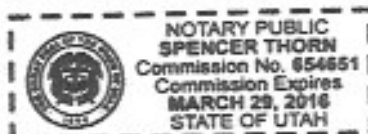
UTILITY COST MANAGEMENT
CONSULTANTS

By: Floyd Rishy

Title: CEO

STATE OF Utah)
) ss.
COUNTY OF Utah)

On this 9 day of February, 2016, personally appeared before me Floyd Rishy, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the CEO [title] of **Utility Cost Management Consultants**, a corporation, and said document was signed by him on behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same.



[Signature]
Notary Public

EXHIBIT A

Prior Recommendations

The City shall compensate UCMC for the following Prior Recommendations implemented before the execution of this Agreement.

1. The City shall compensate UCMC for the following Prior Recommendations implemented before the execution of this Agreement.

Questar Gas - Transportation Service Rate Change:

Account 9780680000, 3200 Decker Lake Dr (Maverick Center) (Implemented 7/1/2015)

- a. **Amount Payable: 35% of savings realized from the prior recommendations**
- b. **Term of Payment: Ongoing – July 1, 2015 – June 30, 2018**

2. The City shall compensate UCMC for the following Prior Recommendations made before the execution of this Agreement in the event the City implements such recommendations.

Questar Gas - Transportation Service Rate Change:

Account 6721650000, 5415 W 3100 S (Family Fitness Center)

Questar Gas, Sales Tax Reduction:

Account 3114964386, 5335 S 5885 W

Questar Gas, Disconnect Recommendation (Zero Usage):

Account 7174710000, 4053 S 7200 W

Account 3216240000, 2835 S 3600 W

Rocky Mountain Power, 6-6A Rate Change:

Account 24020536-0029 Item 5, 2150 Presidents Dr West Valley City, UT

Rocky Mountain Power, 23-15 Rate Change:

Account 25985016-0070 Item 110

Account 25985016-0401 Item 1

Water and Sewer recommendations per the attached recommendation letter

- a. **Amount Payable: 35% of savings realized from the prior recommendations**
- b. **Term of Payment: 36 months from the time the savings first appear on the utility bills**

Item: _____

Fiscal Impact: \$111,952.00

Funding Source: US Bank (Bankcorp)

Account #: _____

Budget Opening Required: ☐

ISSUE:

Approve a resolution accepting Property Schedule No. 5 to Master Lease Agreement with US Bancorp Government Leasing and Financing.

SYNOPSIS:

The Police Department has a need for desktop and laptop computers in order to function efficiently and effectively. Since 2006, the financing for the lease of this equipment has been handled through the HP Master Lease Program. Lower interest rates have been found through US Bancorp, therefore, the Police Department would like to use US Bancorp to finance this lease.

BACKGROUND:

The Police Department replaces approximately one quarter of its desktop and laptop computers each year through a leasing program. This allows the Department to ensure this vital equipment does not become so outdated that it can no longer meet our needs. In preparing this year's lease, the Finance Department compared the interest rates of several leasing companies in order to procure the best rate for this lease. The company with the best interest rate was US Bancorp.

RECOMMENDATION:

City Staff recommends the approval of this Resolution.

SUBMITTED:

Lee W. Russo, Chief of Police

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO PROPERTY SCHEDULE NO. 5 OF THE MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT WITH US BANCORP GOVERNMENT LEASING AND FINANCING, INC., WITH RESPECT TO A LEASE FOR THE PURCHASE AND REPLACEMENT OF DESKTOP AND LAPTOP COMPUTERS FOR USE BY THE POLICE DEPARTMENT.

WHEREAS, the City desires to purchase desktop and laptop computers for the Police Department (herein "Equipment"); and

WHEREAS, favorable terms have been negotiated with US BANCORP Government Leasing and Finance, Inc. (herein "BANCORP") to initiate a lease purchase of said Equipment; and

WHEREAS, the City previously entered in a Master Lease Agreement with Bancorp; and

WHEREAS, an Agreement has been prepared for execution by and between the City and BANCORP, entitled, "Property Schedule No. 5", which sets forth the rights, duties, and obligations of each of the parties thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement with BANCORP.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement entitled, "Property Schedule No. 5" for the purchase of desktop and laptop computers for the Police Department is hereby approved and the Mayor is hereby authorized to execute said Agreement and all other documents necessary to complete said transaction for and on behalf of West Valley City, subject to approval of the final form of the documents by the City Manager and the City Attorney's Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



VLCM
3520 South 300 West
Salt Lake City, Utah 84115
United States
<http://www.vlcmtech.com>
(P) 801-262-9277
(F) 801-262-4752

Quotation (Open)

Date

Jan 27, 2016 11:11 AM MST

Doc

249816 - rev 1 of 1

Description

Police Lease

SalesRep

Smith, Heidi
(P) 801-716-4417
(F) 801-262-4752

Customer Contact

Trujillo, Shaun
Shaun.Trujillo@wvc-ut.gov

Customer

WEST VALLEY CITY (WVCITY)
Trujillo, Shaun
3600 CONSTITUTION BLVD
ATTN RICK
WEST VALLEY, UT 84119
United States
(P) 801-963-3234
(F) 801-966-8455

Bill To

WEST VALLEY CITY
WESTPHAL, RICK
3600 CONSTITUTION BLVD
ATTN RICK
WEST VALLEY, UT 84119
United States
(P) 801-963-3234
(F) 801-966-8455
rwestphal@ci.west-valley.ut.us

Ship To

WEST VALLEY CITY
WESTPHAL, RICK
3600 CONSTITUTION BLVD
ATTN RICK
WEST VALLEY, UT 84119
United States
(P) 801-963-3234
(F) 801-966-8455
rwestphal@ci.west-valley.ut.us

Customer PO:

Terms:




Net 30 Days










Ship Via:

FedEx Ground

Special Instructions:

Carrier Account #:

#	Image	Description	Part #	Qty	Unit Price	Total
HP CONTRACT: MNNVP-133						
State Addendum: MA432						
Police Lease						
Laptop with options						
1		HP EliteBook 840 G3 i5-6200 2.3GHz, 8GB DDR4 SDRAM, 256GB SSD, 14.0" LED FHD 1920 x 1080 Display, HD 520 Graphics DualPoint Backlit Keyboard Win 7 Pro 64 / DG rights from Windows 10 Pro	T6F46UT#ABA	45	\$1,100.00	\$49,500.00
2		HP hs3110 Wireless cellular modem - PCIe Mini Card - GSM, GPRS, UMTS, EDGE, CDMA 2000 1X EV-DO Rev. A, WCDMA, LTE, DC-HSPA+ - 100 Mbps - HP Smart Buy - for EliteBook 725 G2, 755 G2; ProBook 640 G1, 645 G1, 650 G1, 655 G1; ZBook 14, 15, 17	E5M76UT	45	\$80.00	\$3,600.00
Note: AT&T / T-Mobile only						
3		Electronic HP Care Pack Pick-Up and Return Service with Accidental Damage Protection Extended service agreement - parts and labor (for notebook with 3 years warranty) - 4 years - pick-up and return - 9x5 - for EliteBook 810 G3, 820 G3, 840 G1, 840 G3, 850 G3; EliteBook Folio 10XX G1; ZBook 15 G2	U9586E	45	\$186.42	\$8,388.90

#	Image	Description	Part #	Qty	Unit Price	Total
4		HP Slim Combo Adapter with USB Power adapter - AC / car - AC 90-264 V - 90 Watt - United States - for HP 250 G4; Chromebook 14; EliteBook 2570, 725 G2, 745 G2, 755 G2, 820 G1, 820 G2, 840 G1, 840 G2, 850 G2; EliteBook Folio 10XX G1; EliteBook Revolve 810 G1, 810 G2; ProBook 430 G1, 430	H6Y84AA#ABA	45	\$100.00	\$4,500.00
5		Buffalo MediaStation 6x Portable BRXL Blu Ray Writer with LED Indicator	BRXL-PT6U2VB	20	\$98.15	\$1,963.00
Note: •USB 2.0 Interface •Burns Blu-ray, DVD & CD •BDXL Support •USB Bus Powered •Compatible with M-DISC DVD Media •Windows/Mac Compatible •RoHS Complaint •Plug-and-Play						Subtotal \$67,951.90
Desktop with options						
6		HP EliteDesk 800 G2 SFF - 1 x Core i5 6500 / 3.2 GHz - RAM 8 GB - SSD 256 GB - DVD SuperMulti - HD Graphics 530 - GigE - Windows 7 Professional 64-bit Edition / Windows 10 Pro 64-bit Edition downgrade - pre-installed: Windows 7 - vPro - Monitor : none - Smart Buy	P4K11UT#ABA	24	\$788.00	\$18,912.00
7		HP DDR4 - 8 GB - DIMM 288-pin - 2133 MHz / PC4-17000 - 1.2 V - unbuffered - non-ECC - for EliteDesk 800 G2; ProDesk 400 G3, 490 G3, 600 G2	P1N52AT	2	\$53.75	\$107.50
Note: Two HP EliteDesk systems to be upgraded to 16GB memory total. Systems have one 8GB module installed. Matching with single 8GB memory module.						
8		HP EliteOne 800 G2 All-in-one - 1 x Core i5 6500 / 3.2 GHz - RAM 4 GB - HDD 500 GB - DVD SuperMulti - HD Graphics 530 - GigE, Bluetooth 4.1 - WLAN : 802.11a/b/g/n/ac, Bluetooth 4.1 - Windows 10 Pro 64-bit - vPro - Monitor : LED 23" 1920 x 1080 (Full HD) touchscreen - prom	P7P93UT#ABA	4	\$1,150.00	\$4,600.00
						Subtotal \$23,619.50
Monitors / Software / adapters						
9		HP V241P LED monitor - 23.6" - 1920 x 1080 - MVA - 250 cd/m2 - 3000:1 - 8 ms - DVI-D, VGA - black - promo	K0Q34A6#ABA	10	\$125.00	\$1,250.00
Note: Pricing based off QTY 5 or higher						
10		Microsoft Office Home and Business 2016 Box pack - 1 PC - medialess - Win - English - North America	T5D-02375	73	\$196.00	\$14,308.00
Note: Qty Discount applied (50+)						
11		HP DVI cable - DisplayPort (M) - DVI-D (F) - 7.5 in - for EliteDesk 700 G1; Flexible Thin Client t620; ProOne 400 G2, 600 G1	FH973AT	15	\$14.73	\$220.95
12		HP VGA adapter - DisplayPort (M) - HD-15 (F) - 7.9 in - for HP 60XX, 6200, Elite 8000; EliteDesk 700 G1; Point of Sale System rp5800; ProOne 400 G2	AS615AT	15	\$22.48	\$337.20

#	Image	Description	Part #	Qty	Unit Price	Total
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Subtotal \$16,116.15

Subtotal:	\$107,687.55
Tax (0.000%):	\$0.00
Shipping:	\$0.00
Total:	\$107,687.55



WEST VALLEY CITY
Unity • Pride • Progress

Office of the City Attorney

EXHIBIT 2

February 25, 2016

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

West Valley City, Utah
3600 Constitution Boulevard
West Valley City, UT 84119
Attention: James Welch

RE: Property Schedule No. 5 to Master Tax-Exempt Lease/Purchase Agreement
between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley
City, Utah

Ladies and Gentlemen:

We have acted as special counsel to West Valley City, Utah ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of April 02, 2015 (the "Master Agreement"), between West Valley City, Utah, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 5 (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and

other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.

3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of the Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

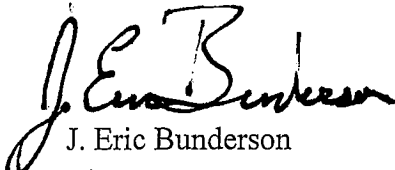
7. The Master Agreement and the Property Schedule have been duly executed and delivered by the Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivision such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement

or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,



J. Eric Bunderson
City Attorney

INSURANCE AUTHORIZATION AND VERIFICATION

Date: February 25, 2016

Property Schedule No: 5

To: West Valley City, Utah (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the
"Lessor")
1310 Madrid St.
Marshall, MN 56258
Attn: Lisa Albrecht

TO THE LESSEE: In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

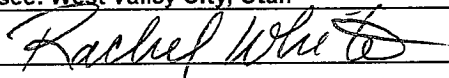
Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$107,687.55, with deductibles no more than \$10,000.00.

**Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Lessee-executed form plus certificates) is not provided within 15 days, we have the right to purchase such insurance at your expense. Should you have any questions, please contact Lisa Albrecht at 303-585-4077.*

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent:	Moreton & Company	Kery Oldroyd, SeniorVP
Address:	101 South 200 East, Suite 300 Salt Lake City, Utah 84111	
Phone/Fax:	801-531-1234	801-531-6117
Email:	koldroyd@moreton.com	

Lessee: West Valley City, Utah
By: 
Name: Rachel White
Title: Risk Analyst, City Attorney's Office

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 303-585-4732. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name of Agency: X _____

By: X _____
(Agent's Signature)

Print Name: X _____

Date: X _____

Insurable Value: \$107,687.55

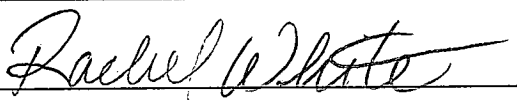
ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: 5

Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015 and the related Property Schedule No. 5 dated February 25, 2016, between Lessor and Lessee (the "Agreement").

- _____ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- X Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has previously provided our tax-exemption certificate to Lessor
- _____ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- _____ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- _____ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: West Valley City, Utah	
By:	
Name:	Rachel White
Title:	Risk Analyst, City Attorney's Office

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moreton & Company - Utah P.O. Box 58139 Salt Lake City, UT 84158-0139 801 531-1234	CONTACT NAME: Julie Sorensen / Kery Oldroyd PHONE (A/C, No, Ext): 801 531-1234 E-MAIL ADDRESS: julie@moreton.com		FAX (A/C, No): 801-531-6117
	INSURER(S) AFFORDING COVERAGE		
INSURED West Valley City - URMMA Group 3600 Constitution Blvd. West Valley City, UT 84119-3027	INSURER A: American Home Assurance, Co.		NAIC # 19380
	INSURER B: Great American Insurance, Co.		16691
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Auto Phys. <input type="checkbox"/> Damage			CAP1708324 Ded on File	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Blanket Property Incl Mobile Equip R.C. ACV			021318017	07/01/2015	07/01/2016	Limits \$113,874,105 Ded \$10,000 Direct Physical Loss

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kery Oldroyd



August 4, 2015

This will certify that West Valley City is a member in good standing of the Utah Risk Management Mutual Association and, as such, is protected by the provisions of the Association's Joint Protection Program.

Name of insurance company: Utah Risk Management Mutual Association
502 East 770 North
Orem, UT 84097
(801) 225-6692

Policy Effective Dates: July 1, 2015 through June 30, 2016

Coverage Limits: \$6 million per occurrence, no aggregate

Further inquiries should be directed to this office.


Andrea Page
Administrative Assistant

cc: Rachel White



DECLARATION OF COVERAGE FOR FISCAL YEAR 2015-16

Member Entity: West Valley City Corporation
Address: 3600 Constitution Blvd.
West Valley City, Utah 84119

Member Representative: Wayne Pyle
Telephone: (801) 966-3600
Fax: (801) 966-8455

Fiscal Year Coverage:

A. Type: THIRD PARTY LIABILITY - CLAIMS MADE

Limits: See 2015-16 Joint Protection Program
Deductible: \$5,000
Policy #: 530-032
Availability: October 1, 1985
Comments: 2015-2016 Joint Protection Program contains all details

B. Type: PROPERTY - MASTER POLICY

Limits: Per individual Member
Deductible: Per individual Member
Policy #: 0213180171 through Moreton & Company
Availability: July 1, 1990
Participation: Mandatory
Comments: Members may selected a variety of coverage's provided under the Master Property Policy through Moreton & Company

C. Type: AUTO PHYSICAL DAMAGE FOR VEHICLES VALUED UNDER \$50,000

Deductible: \$1,000
Policy #: 530-032
Comments: Scheduled vehicles coverage comp & collision

D. Type: AUTO PHYSICAL DAMAGE FOR HIGH VALUED VEHICLES OVER \$50,000

Deductible: \$2,500 to \$25,000
Policy #: CAP1708324 through Moreton & Company
Availability: July 1, 1990
Comments: All vehicles scheduled. Members must contact Moreton & Company regarding coverage, changes, rates & premiums.

E. Type: SPECIAL EVENTS LIABILITY

Limits & Ded: Per individual event
Policy #: Per individual event
Availability: July 1, 1995
Comments: Member's must contact Moreton & Company directly regarding coverage's available. Moreton & Company will deal directly with the organization and/or individual sponsoring the event. No additional involvement is required by Member.

F. Type: OFF-DUTY AUTO LIABILITY - MASTER POLICY

Limits: \$1,000,000
Deductible: Waived
Policy #: CAP1708324 through Moreton & Company
Availability: July 1, 1988
Comments: Member must contact Moreton & Company directly regarding coverage, changes, rates & premiums. A certificate & schedule of positions covered will be issued by Moreton & Company.

**THE VARIOUS COVERAGES OUTLINED IN A, B, C, D, E AND F ARE THE
COMPLETE COVERAGES OFFERED BY URMMA TO ITS MEMBERS**

Utah Risk Management Mutual Association * 502 East 770 North, Orem, Utah 84097

www.urmma.org * Phone (801) 225-6692* Fax: (801) 225-6879

DOCUMENT CHECKLIST

PLEASE EXECUTE TWO (2) ORIGINALS OF ALL DOCUMENTS
NO FRONT AND BACK COPIES, PLEASE

RETURN ALL ORIGINALS TO:
U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
LISA ALBRECHT
950 17TH STREET, 7TH FLOOR
DENVER, CO 80202
303-585-4077

- **Property Schedule No. 5** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- **Property Description and Payment Schedule – Exhibit 1**
- **Lessee's Counsel's Opinion – Exhibit 2.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- **Lessee's General and Incumbency Certificate – Exhibit 3.** Include in your return package a copy of the board minutes or resolution for our files.
 - **Reimbursement Resolution** - This is required for reimbursements to be processed. A sample has been included for your reference.
- **Payment of Proceeds Instructions – Exhibit 4.** Intentionally Omitted.
- **Acceptance Certificate – Exhibit 5.** Intentionally Omitted.
- **Bank Qualification and Arbitrage Rebate – Exhibit 6.**
- **Insurance Authorization and Verification –** To be filled out by the Lessee and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Lessee self-insures, is required prior to funding.
- **Notification of Tax Treatment**
- **Form 8038-G** – Blank form provided to Lessee. Please consult your local legal/bond counsel to fill out.
- **Escrow Agreement** – This document needs to be executed by the Executing Official defined in the Lessee's Certificate – Exhibit 3.
 - **Investment Direction Letter – Exhibit 1.** This document needs to be executed by the Executing Official.
 - **Schedule of Fees – Exhibit 2.**
 - **Requisition Request – Exhibit 3.** This document should be retained by Lessee and utilized to request disbursements from the escrow account. Please make copies and fill out as many as are needed.
 - **Final Acceptance Certificate - Exhibit 4.** This document should be retained by Lessee and provided to Lessor once all the proceeds have been disbursed from the escrow account.
 - **Class Action Negative Consent Letter – Exhibit 6.**
 - **IRS Form W-9.** This document should be retained by Lessee and submitted with the Requisition Request(s) for each vendor being paid. Please make copies and fill out as many as are needed.

Property Schedule No. 5

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 5** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of April 02, 2015, between U.S. Bancorp Government Leasing and Finance, Inc., and West Valley City, Utah.

- Interpretation.** The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
- Commencement Date.** The Commencement Date for this Property Schedule is February 25, 2016.
- Property Description and Payment Schedule.** The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
- Opinion.** The Opinion of Lessee's Counsel is attached as Exhibit 2.
- Lessee's Certificate.** The Lessee's Certificate is attached as Exhibit 3.
- Proceeds.** Exhibit 4 is intentionally omitted.
- Acceptance Certificate.** Exhibit 5 is intentionally omitted.
- Additional Purchase Option Provisions.** In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
- Private Activity Issue.** Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
- Bank Qualification and Arbitrage Rebate.** Attached as Exhibit 6.
- Expiration.** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by April 02, 2016.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: West Valley City, Utah
By:
Name:
Title:

Attest:
By
Name:
Title:

EXHIBIT 1**Property Description and Payment Schedule**

Re: **Property Schedule No. 5** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

Address

City, State Zip Code

USE: Computer Equipment - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$107,687.55

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	25-May-2016	6,997.00	6,501.00	496.00	104,222.15
2	25-Aug-2016	6,997.00	6,530.94	466.06	97,495.28
3	25-Nov-2016	6,997.00	6,561.02	435.98	90,737.43
4	25-Feb-2017	6,997.00	6,591.24	405.76	83,948.45
5	25-May-2017	6,997.00	6,621.60	375.40	77,128.20
6	25-Aug-2017	6,997.00	6,652.10	344.90	70,276.54
7	25-Nov-2017	6,997.00	6,682.74	314.26	63,393.32
8	25-Feb-2018	6,997.00	6,713.52	283.48	56,478.39
9	25-May-2018	6,997.00	6,744.44	252.56	49,531.62
10	25-Aug-2018	6,997.00	6,775.51	221.49	42,552.85
11	25-Nov-2018	6,997.00	6,806.71	190.29	35,541.93
12	25-Feb-2019	6,997.00	6,838.06	158.94	28,498.73
13	25-May-2019	6,997.00	6,869.56	127.44	21,423.08
14	25-Aug-2019	6,997.00	6,901.20	95.80	14,314.84
15	25-Nov-2019	6,997.00	6,932.99	64.01	7,173.87
16	25-Feb-2020	6,997.00	6,964.92	32.08	0.00
TOTALS		111,952.00	107,687.55	4,264.45	

Interest Rate: 1.842%

Lessee: West Valley City, Utah

By:

Name:

Title:

EXHIBIT A

Property Description

Computer Equipment

EXHIBIT 2

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

February 25, 2016

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

West Valley City, Utah
3600 Constitution Blvd
West Valley City, Utah 84119
Attention: James Welch

RE: Property Schedule No. 5 to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

Ladies and Gentlemen:

We have acted as special counsel to West Valley City, Utah ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of April 02, 2015 (the "Master Agreement"), between West Valley City, Utah, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 5 (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.

3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No. 5** dated as of February 25, 2016 to the Master Tax-Exempt Lease/Purchase Agreement dated April 02, 2015 between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

The undersigned, being the duly elected, qualified and acting _____
(Title of Person to Execute Lease/Purchase Agreement)
of the West Valley City, Utah ("Lessee") does hereby certify, as of February 25, 2016, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of February 25, 2016.

West Valley City, Utah

By _____
Signature of Person to Execute Lease/Purchase Agreement

Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 5** dated as of February 25, 2016 to the Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015 between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the West Valley City, Utah ("Lessee") does hereby certify, as of February 25, 2016, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

(Signature of Person to Execute Lease/Purchase Agreement)

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of February 25, 2016.

Secretary/Clerk

Print Name
and Title: _____

EXHIBIT 4

Payment of Proceeds Instructions

Intentionally Omitted.

EXHIBIT 5

Acceptance Certificate

Intentionally Omitted.

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 5** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah

PLEASE CHECK EITHER:

Bank Qualified Tax-Exempt Obligation under Section 265

_____ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

_____ Not applicable.

Arbitrage Rebate

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.

Lessee: West Valley City, Utah
By:
Name:
Title:

Language for UCC Financing Statements

Property Schedule No. 5

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: West Valley City, Utah

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 5 dated February 25, 2016 to that certain Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

INSURANCE AUTHORIZATION AND VERIFICATION

Date: February 25, 2016

Property Schedule No: 5

To: West Valley City, Utah (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the
"Lessor")
1310 Madrid St.
Marshall, MN 56258
Attn: Lisa Albrecht

TO THE LESSEE: In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$107,687.55, with deductibles no more than \$10,000.00.

**Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Lessee-executed form plus certificates) is not provided within 15 days, we have the right to purchase such insurance at your expense. Should you have any questions, please contact Lisa Albrecht at 303-585-4077.*

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent:		
Address:		
Phone/Fax:		
Email:		

Lessee: West Valley City, Utah
By:
Name:
Title:

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 303-585-4732. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name of Agency: X _____

By: X _____
(Agent's Signature)

Print Name: X _____

Date: X _____

Insurable Value: \$107,687.55

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: 5

Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015 and the related Property Schedule No. 5 dated February 25, 2016, between Lessor and Lessee (the "Agreement").

- _____ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- X Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has previously provided our tax-exemption certificate to Lessor
- _____ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- _____ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- _____ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: West Valley City, Utah
By:
Name:
Title:

Instructions for Form 8038-G

(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations



Department of the Treasury
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



CAUTION For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust

indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at TaxExemptBondQuestions@irs.gov and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a “draw-down loan”) or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, **and**
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed

return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, “Amended Return Explanation.” Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer’s name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer’s return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer’s number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically

exchanges the bonds that are part of the issue for the underwriter’s (or other purchaser’s) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write “None.”

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a “municipal lease.”) Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term “lease” is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay

principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

Line 38. If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes

the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us

the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ►		18	
19 If obligations are TANs or RANs, check only box 19a	► <input type="checkbox"/>		
If obligations are BANs, check only box 19b	► <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box	► <input type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest		22	
23	Issue price of entire issue (enter amount from line 21, column (b))		23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)		29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.			
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ ▶ _____
Signature of issuer's authorized representative Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. _____	

SAMPLE REIMBURSEMENT RESOLUTION

RESOLUTION NO. _____

RESOLUTION OF THE [NAME OF GOVERNING BOARD] OF [NAME OF ISSUER] DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES MADE AND/OR TO BE MADE IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN CAPITAL IMPROVEMENTS

WHEREAS, [NAME OF ISSUER] (the "Issuer") is a political subdivision organized and existing under the laws of [ISSUER'S STATE]; and

WHEREAS, the Issuer [has paid, beginning no earlier than {DATE THAT IS NO MORE THAN 60 DAYS PRIOR TO ADOPTION OF RESOLUTION} and] will pay, on and after the date hereof, certain expenditures (the "Expenditures") in connection with the capital project (the "Project"), as more fully described in Appendix A attached hereto; and

WHEREAS, the [NAME OF GOVERNING BOARD] of the Issuer (the "Board") has determined that the money [previously advanced no more than 60 days prior to the date hereof and] to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Issuer for the Expenditures from the proceeds of one or more issues of tax-exempt obligations (the "Obligations");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. The Board hereby declares the Issuer's intent to reimburse the Issuer with the proceeds of the Obligations for the Expenditures with respect to the Project made on and after [{DATE THAT IS NO MORE THAN 60 DAYS PRIOR TO ADOPTION OF RESOLUTION}], which date is no more than 60 days prior to] the date hereof. The Issuer reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Obligations.

Section 2. Each Expenditure [was and] will be (a) of a type properly chargeable to capital account under general federal income tax principles (determined in each case as of the date of the Expenditure) and (b) complies with all applicable <<Name of Fund>> regulations.

Section 3. The maximum cost of the Project is expected to be \$_____

Section 4. The Issuer will make a reimbursement allocation, which is a written allocation by the Issuer that evidences the Issuer's use of proceeds of the Obligations to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Division recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least 5 years.

Section 5. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this _____ day of _____, 200__

(Name)
(Title)

Attested to:

(Name)
(Title)

APPENDIX A

DESCRIPTION OF PROJECT

[Describe the project for which the Expenditures have been and/or will be paid.]

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of February 25, 2016 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), West Valley City, Utah ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015 (the "*Master Agreement*") and a Property Schedule No. 5 thereto dated February 25, 2016 (the "*Schedule*" and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$107,687.55, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the

Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessor's authorized signatures are provided in Exhibit 5. Lessee's authorized signatures will be provided in Exhibit 3 of Master Lease Purchase Agreement. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of Lessee and Lessor in writing to Escrow Agent. All funds on deposit in the Escrow Fund at the time of termination under this paragraph, unless otherwise directed by Lessee in writing (electronic means acceptable), shall be transferred to Lessor.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written

confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Lessor
By:
Name:
Title:
Address: 13010 SW 68 th Parkway, Suite 100 Portland, OR 97223

West Valley City, Utah, as Lessee
By:
Name:
Title:
Address: 3600 Constitution Blvd West Valley City, Utah 84119

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association 950 17 th Street, 12 th Floor Denver, CO 80202

EXHIBIT 1

U.S. BANK NATIONAL ASSOCIATION MONEY MARKET ACCOUNT AUTHORIZATION FORM DESCRIPTION AND TERMS

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

West Valley City, Utah

Company Name

Signature of Authorized Directing Party

Trust Account Number – includes existing and future sub-accounts unless otherwise directed

Title/Date

EXHIBIT 2

Schedule of Fees for Services as Escrow Agent For West Valley City, Utah Equipment Lease Purchase Escrow

CTS01010A	Acceptance Fee The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	Escrow Agent Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT 3
REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of February 25, 2016 (the "*Escrow Agreement*") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "*Lessor*"), West Valley City, Utah (the "*Lessee*"), and U.S. Bank National Association (the "*Escrow Agent*"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of April 02, 2015 (the "*Master Agreement*") and Property Schedule No. 5 thereto dated February 25, 2016 (the "*Schedule*") and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE	AMOUNT	INVOICE NO.	EQUIPMENT

Total requisition amount \$ _____

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.
4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Request Date: _____

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: West Valley City, Utah
By:
Name:
Title:

Exhibit 4

Final Acceptance Certificate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 5** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: _____

Lessee: West Valley City, Utah
By:
Name:
Title:

Exhibit 6

Class Action Negative Consent Letter

February 25, 2016

West Valley City, Utah
3600 Constitution Blvd
West Valley City, Utah 84119

RE: USBGLF/West Valley City, Utah - - Class Action Litigation Claims

Dear James Welch:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,

Jennifer Petruno
Vice President
303-585-4597

☐ No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

Authorized Signer

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
				-			-			

or

Employer identification number										
				-						

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Item: _____

Fiscal Impact: \$107,687.55

Funding Source: US Bank (Bankcorp)

Account #: _____

Budget Opening Required: ☐

ISSUE:

Approve a resolution authorizing the purchase of desktop and laptop computers for use by the Police Department.

SYNOPSIS:

The Police Department has a need for desktop and laptop computers in order to function efficiently and effectively. The replacements will be financed through US Bank (Bankcorp) as they offer a significant lease savings over HP Master Lease which has been used in previous years.

BACKGROUND:

The desktop and laptop computers procured through this program will be covered by a support package from Hewlett Packard (HP) which will cover the costs of repairs needed during the lease agreement. Each computer will be leased for a period of four years, after which point the computer will belong to the City. The cost for the computers is 107,687.55.

This resolution would authorize a purchase at the state contract price.

RECOMMENDATION:

City Staff recommends the approval of this Resolution.

SUBMITTED:

Lee W. Russo, Chief of Police

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF
DESKTOP AND LAPTOP COMPUTERS FROM VALCOM
COMPUTER CENTER FOR USE BY THE POLICE
DEPARTMENT.**

WHEREAS, the City has a need to replace several desktop and laptop computers (“Equipment”) used by the Police Department; and

WHEREAS, the City desires to purchase the Equipment from Valcom Computer Center (“Valcom”); and

WHEREAS, this purchase also includes four years of maintenance and support on the Equipment; and

WHEREAS, Valcom has been awarded the State Contract to supply such Equipment; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety and welfare of the citizens of West Valley City to authorize the purchase of Equipment from Valcom for use by the Police Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is hereby authorized to purchase Equipment from Valcom for an amount not to exceed \$107,687.55, and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	
Fiscal Impact:	N/A
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	N/A

ISSUE:

A resolution appointing Keith Atkinson as a member of the Utah Cultural Celebration Center Foundation Committee.

SYNOPSIS:

The Resolution ratifies the City Manager's appointment of Keith Atkinson as a member of the Utah Cultural Celebration Center Foundation Committee for a term commencing February 23, 2016 and ending December 31, 2017. Keith Atkinson is willing to serve as a member of the Utah Cultural Celebration Center Foundation Committee.

BACKGROUND:

The Utah Cultural Celebration Center Foundation Committee consists of up to 13 members who serve for a term of two years. The Committee works to further the interests of the Foundation and the Utah Cultural Celebration Center by assisting in program development, fundraising, and promoting the cause of cultural diversity in the City.

RECOMMENDATION:

Approval of this Resolution.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION RATIFYING THE CITY
MANAGER'S APPOINTMENT OF KEITH
ATKINSON AS A MEMBER OF THE UTAH
CULTURAL CELEBRATION CENTER
FOUNDATION COMMITTEE.**

WHEREAS, the Utah Cultural Celebration Center Committee consists of members appointed by the City Manager; and

WHEREAS, the City Manager desires to appoint Keith Atkinson as a member of the Utah Cultural Celebration Center Foundation Committee for a term commencing February 23, 2016 and ending December 31, 2017; and

WHEREAS, Keith Atkinson is willing to accept said appointments; and

WHEREAS, said appointments require the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Keith Atkinson as a member of the Utah Cultural Celebration Center Foundation Committee for a term commencing February 23, 2016 and ending December 31, 2017.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

UCCC Foundation Board Nominee



Keith Atkinson has a long background in film acting and directing, but has been with the LDS Church as the Director of Public Affairs, North America for decades. He lived in California, and now Utah, with offices at the Joseph Smith Memorial Building. He works directly with Church Authorities and brings the community together through his public relations role at the LDS Church. He has worked with numerous nonprofit Boards. The UCCC Foundation wrote a letter of request asking Keith to serve as a Board Member and that request was granted.

Item #:	
Fiscal Impact:	N/A
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	N/A

ISSUE:

A Resolution appointing Sheri Kimball Biesinger as a member of the West Valley City Historical Society

SYNOPSIS:

The Resolution ratifies the City Manager's appointment of Sheri Kimball Biesinger as a member of the Historical Society for a term beginning February 23, 2016 and ending on December 31, 2016.

BACKGROUND:

The Historical Society consists of 13 members who serve for a term of up to two years and a chair that serves for one year.

RECOMMENDATION:

Approval of this Resolution.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION RATIFYING THE CITY MANAGER'S
APPOINTMENT OF SHERI KIMBALL BIESINGER AS A
MEMBER OF THE WEST VALLEY CITY HISTORICAL
SOCIETY.**

WHEREAS, the West Valley City Historical Society consists of members appointed for terms by the City Manager; and

WHEREAS, the City Manager desires to appoint Sheri Kimball Biesinger for a term beginning February 23, 2016 and ending December 31, 2016; and

WHEREAS, Sheri Kimball Biesinger is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Sheri Kimball Biesinger as a member of the West Valley City Historical Society.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

West Valley Historical Society Nominee



Sheri Kimball Biesinger was born and raised in Granger Utah/ West Valley 1964. Her Father (Guy Kimball) volunteered in the community since 1970. When West Valley became a city he was a volunteer as the Civil Service Chairman (Judge for Police/Fire Dept matters) from the birth of the city until he had a stroke in 2007. He was also on the Storm Drain Project as a volunteer. West Valley Police honored him by providing a police escort for his funeral because they loved & appreciated him so much.

She is an accountant by profession working from home since 1984. I have been PTA Presidents many times. I was honored by 2 US Presidents at a local Point of Light ceremony for my community service. I enjoy volunteering at local schools. Twenty years ago I started a Local Non-Profit 501(c)3 and I get requests from local Principals, and Faculty that tell me the needs of the children. I provide 2,000 complete Christmas for local children along with donate 20-40 brand new beds a year to children sleeping on floors/couches etc.

She started a FaceBook Page about Granger called "You know you grew up in Granger Utah if" and there are 1,600 friends that grew up in Granger Utah that share pictures and stories about the wonderful area. She is very involved in the Granger High Alumni Association. The Old Granger High was torn down and Sheri was the only person allowed to collect Bleachers, Keys to all the doors, fabric from the staging drapes, the last tree on the land, bricks and the Old school Marquee. With these items the Granger High Alumni Association has sold Plaques, Bricks, Christmas Tree skirts, all wonderful memorabilia for the Alumni of the School. Sheri was one of the last to get to go into the old Granger High before it was torn down. Here is the URL for a video about the Old and the New School: go to 30 year Reunion <http://granger83-30years.weebly.com/>.

"I would love to volunteer my service because I have a great admiration and love for this area. I love those that came before me and enjoy remembering and reading about their service, businesses, and contributions to this area. I love the current residents too," said Sheri.

Item: _____
Fiscal Impact: _____ N/A
Funding Source: _____ N/A
Account #: _____ N/A
Budget Opening Required: ☐

ISSUE:

A resolution appointing D. Arlo Johnson as a member of the West Valley City Arts Council for a term commencing February 23, 2016 and ending December 31, 2016.

SYNOPSIS:

D. Arlo Johnson is willing to serve as a member of the West Valley City Arts Council.

BACKGROUND:

Members of the West Valley City Arts Council are appointed by the City Manager with the advice and consent of the City Council.

RECOMMENDATION:

City staff recommends approval of the resolution appointing D. Arlo Johnson as a member of the West Valley City Arts Council.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION RATIFYING THE CITY MANAGER'S
APPOINTMENT OF D. ARLO JOHNSON AS A MEMBER
OF THE WEST VALLEY CITY ARTS COUNCIL**

WHEREAS, the West Valley City Arts Council consists of members appointed by the City Manager; and

WHEREAS, the City Manager desires to appoint D. Arlo Johnson as a member of the West Valley City Arts Council for a term beginning February 23, 2016 and ending December 31, 2016; and

WHEREAS, D. Arlo Johnson is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of D. Arlo Johnson as a member of the West Valley City Arts Council for a term beginning February 23, 2016 and ending December 31, 2016.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

West Valley Arts Council Nominee



D. Arlo Johnson has devoted his art to “opening the eyes of others, through his art, to the beauty surrounding them”. He generally paints western landscapes and teaches dozens of students weekly at his studio in West Valley City. Arlo had a career in the military as a special forces Green Beret and is a decorated veteran. Arlo mentors artists, does special teaching in the classroom, volunteers with the Fort Douglas museum, serves as a demonstration lecturer, and as a judge at area art contests. Arlo was on the Arts Council in past years and

looks forward to serving the group again.

Item #:	
Fiscal Impact:	N/A
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	N/A

ISSUE:

A Resolution appointing Bev Thompson as a member of the West Valley City Sister City Committee.

SYNOPSIS:

The Resolution ratifies the City Manager's appointment of Bev Thompson as a member of the Sister City Committee for a term commencing February 23, 2016 and ending December 31, 2016.

BACKGROUND:

The Sister City Committee consists of 13 members who serve for a term of up to two years and a chair that serves for one year.

RECOMMENDATION:

Approval of this Resolution.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION RATIFYING THE CITY MANAGER'S
APPOINTMENT OF BEV THOMPSON AS A MEMBER OF
THE WEST VALLEY CITY SISTER CITY COMMITTEE.**

WHEREAS, the West Valley City Sister City Committee consists of members appointed for terms by the City Manager; and

WHEREAS, the City Manager desires to appoint Bev Thompson for a term commencing on February 23, 2016 and ending December 31, 2016; and

WHEREAS, Bev Thompson is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Bev Thompson as a member of the West Valley City Sister City Committee.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

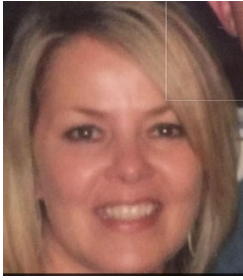
WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

West Valley Sister City Committee Nominee



Bev Thompson: I have long had a love for the Chinese people and culture that started when I spent two years in Taiwan teaching English and doing business. In 1984, I first went over with a work study group and lived with a Chinese family during the summer while I taught English and attended a Chinese school. I liked it so much that I ended up extending my stay for 4 months. The following summer, I joined that same work study group as a recruiter and went again as an employee of that company. The following year, I got married and my husband and I moved to Taiwan for a year, where we studied Chinese, taught English, and started a wedding dress business. During that time, we went back several times for business purposes. We also traveled around Mainland China, Hong Kong, and Korea, so I gained a great love and respect for the Asian culture and people. We have had numerous exchange students in our home during the summer months - most of them being from Asian countries - and two long-term Japanese exchange students, a boy and a girl, who lived with us collectively for 7 years.

I was born and raised in Roosevelt, Utah, and am the baby of five girls. I attended Utah State University for a couple of years before I left to serve a LDS mission in Harrisburg, Pennsylvania. Upon my return, I transferred to BYU and graduated from there in 1987 with a degree in Communications. I was the COO of Bovan LLC, a wedding dress company based out of Taiwan for two years. After we sold that business, I became a teacher and taught high school. My first teaching job was for two years at Dream Charter, an alternate high school for students who were on probation, and my second and current job, at Alpine Academy, a residential treatment center, where I've now been for 10 years and teach Drama and 11th and 12th grade English.

I have been married to Brett Thompson for almost 30 years (this April). We live in West Valley City and have three children: Lyndsi, 28, who lives in Provo and is a teacher at American Heritage-South Jordan; Alex, 25, and his wife McKenzie who have been married almost 4 years and live in Brooklyn, NY. He is a Creative Director for the advertising firm BBH, and McKenzie is a Video Director for Jamerry Nails; and Maddy, 21, who is a student in her junior year studying advertising at BYU. We don't have any grandchildren yet, but we do have one grand pup named Kingsley. :))

I love to read, write, serve in my church and community. One of my passions is traveling, and so we do it as much as we can. We particularly love the beach. I am also conversational in Mandarin Chinese.

Thanks for the consideration and for giving me the opportunity to introduce myself.